

Exhibit “D”

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF

THE WAVE STUDIO, LLC, a New York
Limited Liability Corporation,
Plaintiff,

v.

GENERAL HOTEL MANAGEMENT LTD.,
et al,
Defendants.

CASE NO:

7:13-cv-09239-CS-PED

CONFIDENTIAL VIDEOTAPED DEPOSITION OF MONICA CHLOE CHNG
CONFIDENTIAL DEPOSITION (Pages 1-50 and 82-193)
FOR ATTORNEYS' EYES ONLY (Pages 51-81)

Tuesday, September 22, 2015

AT: 9:43 a.m.

Taken at:
Room 409, Maxwell Chambers
32 Maxwell Road
Singapore 069115

Court Reporter:

Helen Case

Accredited Real-time Reporter

A P P E A R A N C E S

Appearing for the Plaintiff:

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Also present:

Ms. Lee Kar Yin

VIDEOGRAPHER:

Chee Meng Chen

Flex Video Productions

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<p>1 PROCEEDINGS</p> <p>09:43:13 2 VIDEOGRAPHER: This is the video operator</p> <p>09:43:15 3 speaking, Chee Meng Chen, of DTI, 1 Raffles Place #50-00</p> <p>09:43:26 4 Tower 1, Singapore 048616. Today's date is 22 September</p> <p>09:43:34 5 2015 and the time is 9:43 a.m.</p> <p>09:43:41 6 We are at room 409, Maxwell Chambers, Singapore,</p> <p>09:43:47 7 to take the videotaped deposition of Monica Chng in the</p> <p>09:43:53 8 matter of The Wave Studio LLC, a New York Limited Liability</p> <p>09:44:01 9 Corporation, v. General Hotel Management.</p> <p>09:44:06 10 Will counsel please introduce themselves for the</p> <p>09:44:08 11 record.</p> <p>09:44:10 12 MR. TOKE: Vijay Toke on behalf of the plaintiff,</p> <p>09:44:12 13 The Wave Studio LLC.</p> <p>09:44:15 14 MR. SCHWARZ: Howard J. Schwarz on behalf of</p> <p>09:44:17 15 defendant General Hotel Management.</p> <p>09:44:22 16 VIDEOGRAPHER: Will the court reporter, Helen Case</p> <p>09:44:24 17 of DTI, please swear in the witness.</p> <p>09:44:29 18 COURT REPORTER: Could you state your full name,</p> <p>09:44:31 19 please?</p> <p>09:44:31 20 A. Monica Chloe Chng.</p> <p>09:44:44 21 MONICA CHLOE CHNG,</p> <p>09:44:44 22 having been duly affirmed, testified as follows:</p> <p>09:44:44 23 EXAMINATION BY MR. TOKE:</p> <p>09:44:49 24 Q. Good morning, Ms. Chng, my name is Vijay Toke.</p> <p>09:44:52 25 As I said on the record, I represent the plaintiff in this</p>	<p>09:46:06 1 A. Monica spelt as M-o-n-i-c-a, Chloe C-h-l-o-e,</p> <p>09:46:12 2 and my last name is Chng C-h-n-g.</p> <p>09:46:18 3 Q. Very good.</p> <p>09:46:19 4 Ms. Chng, do you understand that you are appearing</p> <p>09:46:23 5 today for a deposition in your capacity as a representative</p> <p>09:46:28 6 of GHM for its deposition; correct?</p> <p>09:46:31 7 A. Yes.</p> <p>09:46:33 8 Q. I have premarked in front of you a couple of</p> <p>09:46:35 9 documents, exhibit 19 and exhibit 20. We are starting with</p> <p>09:46:40 10 those numbers.</p> <p>09:46:41 11 (Exhibit 19 marked for identification)</p> <p>09:46:41 12 (Exhibit 20 marked for identification)</p> <p>09:46:46 13 MR. SCHWARZ: I don't have a copy.</p> <p>09:46:48 14 MR. TOKE: They are right in front of you.</p> <p>09:46:52 15 MR. SCHWARZ: Which one is 19?</p> <p>09:46:54 16 MR. TOKE: The notice of 30(b)(6) deposition. And</p> <p>09:46:57 17 exhibit 20 is the first amended notice.</p> <p>09:47:02 18 MR. SCHWARZ: Okay.</p> <p>09:47:03 19 MR. TOKE: We are starting with exhibit 19 because</p> <p>09:47:05 20 counsel for plaintiff and GHM have agreed that we are</p> <p>09:47:09 21 numbering all exhibits in all the depositions in the case</p> <p>09:47:12 22 seriatim, for ease of reference, so we are starting with</p> <p>09:47:17 23 exhibit 19 in this instance.</p> <p>09:47:19 24 Is that accurate, counsel?</p> <p>09:47:21 25 MR. SCHWARZ: Yes.</p>
<p>09:44:55 1 matter, The Wave Studio LLC.</p> <p>09:44:57 2 Counsel for General Hotel Management -- which I'll</p> <p>09:45:02 3 call GHM for short, just because it's easier, is that okay?</p> <p>09:45:06 4 A. That's okay.</p> <p>09:45:08 5 Q. -- and I have talked about the oath that was</p> <p>09:45:10 6 just given to you. We have agreed that, though the court</p> <p>09:45:13 7 reporter here in Singapore is not an official notary in the</p> <p>09:45:17 8 United States, we have authorized and agreed that she may</p> <p>09:45:23 9 administer an oath to you and that it should have the some</p> <p>09:45:26 10 force and effect as if in the United States.</p> <p>09:45:28 11 So stipulated, counsel?</p> <p>09:45:30 12 MR. SCHWARZ: Yes, that's correct.</p> <p>09:45:31 13 BY MR. TOKE:</p> <p>09:45:32 14 Q. Do you understand that, Ms. Chng?</p> <p>09:45:34 15 A. Yes.</p> <p>09:45:36 16 MR. SCHWARZ: Also, because it's a foreign</p> <p>09:45:38 17 reporter, so the stipulations applicable to this are all</p> <p>09:45:44 18 objections are reserved, except objections to form.</p> <p>09:45:50 19 MR. TOKE: As in any deposition.</p> <p>09:45:53 20 MR. SCHWARZ: Yes. I just wanted to make sure</p> <p>09:45:54 21 that that was on the record.</p> <p>09:45:57 22 MR. TOKE: Yes. Yes, that's correct.</p> <p>09:45:58 23 Q. Okay.</p> <p>09:46:00 24 Ms. Chng, you have already stated your name for</p> <p>09:46:03 25 the record. Could you spell your name, please?</p>	<p>09:47:22 1 BY MR. TOKE:</p> <p>09:47:22 2 Q. Exhibit 19, if you will put that in front of</p> <p>09:47:26 3 you, please, is plaintiff Wave Studio LLC's notice of</p> <p>09:47:32 4 30(b)(6) deposition of General Hotel Management Ltd.</p> <p>09:47:36 5 Have you seen this document before?</p> <p>09:47:53 6 A. Yes.</p> <p>09:47:53 7 Q. You are here pursuant to that document; is</p> <p>09:47:56 8 that correct?</p> <p>09:47:57 9 MR. SCHWARZ: She may not understand. Yes, she</p> <p>09:47:59 10 is, she is the 30(b)(6) witness.</p> <p>09:48:02 11 BY MR. TOKE:</p> <p>09:48:03 12 Q. Have you had your deposition taken before?</p> <p>09:48:07 13 A. Could you repeat that question?</p> <p>09:48:08 14 Q. Of course. Have you ever had your deposition</p> <p>09:48:10 15 taken before?</p> <p>09:48:13 16 A. In this matter?</p> <p>09:48:14 17 Q. In any matter?</p> <p>09:48:16 18 A. No.</p> <p>09:48:17 19 Q. Okay. And I don't want to know the substance</p> <p>09:48:23 20 of the discussion, but have you met with Mr. Schwarz, who is</p> <p>09:48:26 21 the lawyer for GHM, to prepare for today?</p> <p>09:48:37 22 A. Yes, I did.</p> <p>09:48:38 23 Q. Approximately how many occasions have you met</p> <p>09:48:40 24 with Mr. Schwarz?</p> <p>09:48:41 25 A. Only once.</p>

09:48:43 1 Q. For approximately how long did you talk to	09:51:26 1 Q. What's the address of General Hotel
09:48:45 2 Mr. Schwarz?	09:51:29 2 Management?
09:48:52 3 A. I would say about four hours.	09:51:33 3 A. When you say "address", would you be more
09:49:02 4 Q. Was that the only time you have met with	09:51:36 4 specific?
09:49:05 5 Mr. Schwarz to prepare for this deposition?	09:51:39 5 Q. I didn't know -- is that ambiguous to you?
09:49:07 6 A. Yes.	09:51:43 6 I'm just wondering, where is the office of General
09:49:08 7 Q. Did you go over any documents in preparation	09:51:45 7 Hotel Management?
09:49:10 8 for the deposition?	09:51:46 8 A. Number 32 Gilstead Road, Singapore, 309075.
09:49:11 9 A. No.	09:51:51 9 Q. If you can explain to me why that was
09:49:12 10 Q. You did not? Did you go over this document,	09:51:54 10 ambiguous; can you explain why that was ambiguous?
09:49:15 11 the one in front of you?	09:51:57 11 A. Because when you said "address", is it the
09:49:33 12 A. Yes.	09:51:58 12 registered address or the business address.
09:49:36 13 Q. Since this is your first time of being	09:52:00 13 Q. Okay. So the business address is on Gilstead
09:49:38 14 deposited, there are some ground rules that go along with it.	09:52:04 14 Road?
09:49:41 15 As you know, next to you is a court reporter and that court	09:52:05 15 A. Yes.
09:49:45 16 reporter is taking down all of our words. It's important	09:52:05 16 Q. Okay. Approximately how many people work at
09:49:48 17 that we don't speak over each other -- so far you've been	09:52:08 17 GHM at the Gilstead Road address?
09:49:53 18 excellent at it -- so that the court reporter can take each	09:52:11 18 A. Fifteen.
09:49:56 19 of our words and not have to compete to try to figure out or	09:52:12 19 Q. Okay. Are there any other addresses or
09:50:00 20 remember what each of us has said.	09:52:15 20 offices for the company anywhere in the world?
09:50:02 21 Does that make sense?	09:52:21 21 A. For the company, no.
09:50:03 22 A. Yes.	09:52:28 22 Q. Okay. Fine.
09:50:04 23 Q. The reason is we want to have a clear record	09:52:30 23 Let's take a look at exhibit 19 again. You'll
09:50:06 24 on the deposition transcript, so that we know what each of	09:52:35 24 note on the third page, which is attachment A, there is a
09:50:09 25 us has said.	09:52:41 25 list of topics. Have you reviewed this list of topics with
09:50:10 1 Fair enough?	09:52:50 1 your counsel?
09:50:11 2 A. Yes.	09:53:14 2 A. Yes.
09:50:12 3 Q. You have also done excellently -- either your	09:53:16 3 Q. Okay. What I'd like to do is go through each
09:50:15 4 lawyer has prepared you well or you just naturally do it --	09:53:21 4 of the topics and make sure that you're knowledgeable about
09:50:19 5 to say "yes" or "no" to "yes" or "no" questions and to avoid	09:53:24 5 these topics, since you'll be testifying on behalf of GHM.
09:50:24 6 saying "uh-huh" or "mhm-hm" or shaking your head or nodding	09:53:31 6 Okay?
09:50:27 7 your head, all of which, of course, are not completely	09:53:32 7 So, are you knowledgeable about number 1, the
09:50:31 8 understandable on a transcript. So I'll ask you to make	09:53:34 8 formation of -- actually, if it's easier, rather than me
09:50:35 9 sure that you avoid saying uh-huhs or ahas or shaking the	09:53:39 9 having to read them, what I'd like you to do is take a look
09:50:42 10 head or nodding the head and instead using words.	09:53:43 10 at each one, we'll take number 1, and tell me if you're
09:50:46 11 Fair enough?	09:53:46 11 knowledgeable about that topic or not.
09:50:47 12 A. Yes.	09:53:49 12 MR. SCHWARZ: I'm going to object.
09:50:47 13 Q. Okay, good.	09:53:51 13 MR. TOKE: On what basis?
09:50:48 14 I am entitled to your best estimate but I don't	09:53:53 14 MR. SCHWARZ: It's impossible to understand really
09:50:52 15 want to you guess about anything. If I ask you something	09:53:54 15 what you really mean by "knowledgeable". I have no problem
09:50:56 16 that you have some basis for understanding or being able to	09:53:57 16 if you ask her questions, substantive questions, about that,
09:51:00 17 estimate, I'm entitled to have you do that. But I do not	09:54:00 17 but you're asking her to make a value judgment about her
09:51:04 18 want you to guess if you have no basis or if you would be	09:54:04 18 knowledge about certain things and that's going to cause,
09:51:08 19 speculating about whatever I'm asking about.	09:54:07 19 I believe -- I suspect it will probably cause confusion in
09:51:11 20 Does that make sense?	09:54:10 20 the record.
09:51:12 21 A. Yes.	09:54:10 21 So, we're not limiting your ability to ask
09:51:17 22 Q. Are you currently employed?	09:54:13 22 questions. Ask questions --
09:51:19 23 A. Yes, I am.	09:54:15 23 MR. TOKE: I just want to know what she knows
09:51:21 24 Q. By whom?	09:54:17 24 about these topics because --
09:51:24 25 A. General Hotel Management.	09:54:18 25 MR. SCHWARZ: You would ask questions to find out

09:54:20 1 what she knows about them.
 09:54:22 2 MR. TOKE: It's easier for me to just ask if she
 09:54:24 3 knows about them, and then I'll ask questions about them.
 09:54:27 4 Because she's a 30(b)(6) witness, which is the person most
 09:54:29 5 knowledgeable about these various topics, and so I'm trying
 09:54:30 6 to glean whether or not she's knowledgeable about any or all
 09:54:35 7 of them. So I'm going to go ahead.
 09:54:37 8 Q. Tell me, are you knowledgeable about the
 09:54:38 9 formation of GHM?
 09:54:44 10 A. I would like to ask a question before I answer
 09:54:49 11 that. Is this a "yes" or "no" answer, or I'm allowed to say
 09:54:53 12 a certain degree? Because I don't know, as we moved -- I'm
 09:54:59 13 just saying that it might not just be a straight "yes" or
 09:55:02 14 "no" answer. It's not like, "Yes, I know," "No, I don't".
 09:55:07 15 So I just want to understand, are you expecting a
 09:55:08 16 "yes" or "no" from me or, like our attorney has said,
 09:55:12 17 I mean, probably it's easier that you ask me questions and
 09:55:17 18 I'm being able to answer to your questions.
 09:55:20 19 Q. Right. I don't need a "yes" or "no". If you
 09:55:23 20 can say, "I'm generally aware of how the company was
 09:55:25 21 formed," for example, that would be fine. I'm not asking
 09:55:27 22 you to tell me that you know everything about these topics
 09:55:30 23 but I want to know the degree of which you are knowledgeable
 09:55:34 24 about each of these topics. So let's go with that.
 09:55:38 25 I'd like to know the degree to which you are

09:55:40 1 knowledgeable about each of these topics. So it's not a
 09:55:43 2 strict "yes" or "no" but I would like to know your level of
 09:55:46 3 understanding of each of these topics. Okay?
 09:55:48 4 Let's go with number 1, the formation of GHM.
 09:55:51 5 What's the degree of your understanding?
 09:55:54 6 A. I generally would know.
 09:55:56 7 Q. Okay. And the ownership of GHM, which is
 09:55:59 8 number 2, and relationship between the owners of GHM?
 09:56:02 9 A. I would generally know.
 09:56:03 10 Q. Okay. Three, the communications between any
 09:56:07 11 of the Wave entities and GHM or any representative of GHM or
 09:56:12 12 any employee or representative of any hotel ever managed by
 09:56:16 13 GHM?
 09:56:17 14 A. Communications between any of the Wave
 09:56:19 15 entities and GHM, this would be better explained by Mr. Ralf
 09:56:27 16 Ohletz, who will be taking the stand tomorrow. So he will
 09:56:31 17 be in a position to -- he will have better knowledge of
 09:56:35 18 this, given that he works with Wave entities back then. So
 09:56:42 19 I think perhaps this would be more a question that you can
 09:56:45 20 ask Mr. Ohletz tomorrow directly.
 09:56:47 21 Q. Okay. That's because you have only been at
 09:56:50 22 GHM since 2008, isn't that right?
 09:56:53 23 A. I have been with GHM since 2008. But through
 09:56:59 24 book records, through speaking with my peers, past work
 09:57:04 25 colleagues, including not limited to Mr. Ohletz, I do know

09:57:09 1 that I would think that Mr. Ohletz would be able to give you
 09:57:14 2 better in-depth knowledge of this.
 09:57:16 3 Q. What I mean is that you don't know from
 09:57:19 4 personal knowledge, you weren't there when it happened?
 09:57:21 5 A. I wasn't there.
 09:57:22 6 Q. Let's look at number 4, communications between
 09:57:25 7 Junior Lee and GHM or any representative of GHM or any
 09:57:29 8 employee or representative of any hotel ever managed by GHM.
 09:57:33 9 The same answer as number 3 --
 09:57:35 10 A. My position would be --
 09:57:37 11 Q. -- right?
 09:57:37 12 A. -- the same as 3.
 09:57:37 13 Q. Again, please let me finish my question, so
 09:57:40 14 that there's no overlap between us when we're talking.
 09:57:44 15 Thank you.
 09:57:44 16 Number 5, the terms and conditions of any
 09:57:48 17 agreement entered into between Ms. Lee and/or the Wave
 09:57:52 18 entities or any affiliate of GHM or any property ever
 09:57:55 19 managed by GHM. Same answer again?
 09:58:03 20 A. Same position.
 09:58:06 21 Q. Number 6, the terms and conditions of any
 09:58:09 22 agreement entered into between GHM or any affiliate of GHM
 09:58:13 23 or any property ever managed by GHM at any time.
 09:58:22 24 A. I do not quite understand the scope of the
 09:58:24 25 question.

09:58:25 1 Q. Okay. Do you know about the agreements
 09:58:27 2 between GHM and any of the hotels that it's ever managed?
 09:58:36 3 A. I do.
 09:58:37 4 Q. Okay. Very good.
 09:58:41 5 Number 7, any business relationship between
 09:58:43 6 Ms. Lee and GHM or any affiliate of GHM or any employee
 09:58:48 7 representative of any hotel ever managed by GHM.
 09:58:51 8 Again, I would imagine it's the same as 3, 4 and
 09:58:55 9 5; yes?
 09:58:55 10 A. The same position.
 09:59:00 11 Q. Number 8, same?
 09:59:35 12 A. Same.
 09:59:36 13 Q. Okay. Number 9, the claims, defenses alleged,
 09:59:41 14 damages and settlement of the civil action filed by The Wave
 09:59:43 15 Studio Pte Ltd against GHM in Singapore.
 09:59:48 16 A. I do have knowledge.
 09:59:49 17 Q. Okay. Number 10, the circumstances
 09:59:57 18 surrounding the creation of each of the photographs at issue
 10:00:00 19 in this case, and we have listed a number of copyright
 10:00:06 20 registrations. I assume it would be like 3, 4, 5, 7 and 8;
 10:00:12 21 is that correct?
 10:00:24 22 A. The same position.
 10:00:27 23 Q. Number 11, communications between Ms. Lee and
 10:00:30 24 any representative of GHM about the registrations. Same
 10:00:34 25 position?

<p>10:00:42 1 A. Same position.</p> <p>10:00:43 2 Q. Number 12, any communications between any</p> <p>10:00:46 3 representatives of Wave and any representatives of GHM</p> <p>10:00:49 4 relating to any of the photographs that are part of the</p> <p>10:00:51 5 registrations listed. Same position?</p> <p>10:00:54 6 A. That would be the same.</p> <p>10:00:55 7 Q. Okay. Any and all payments made by GHM or any</p> <p>10:00:59 8 property ever managed by GHM to Ms. Lee or any of the Wave</p> <p>10:01:03 9 entities. Do you have any knowledge of that?</p> <p>10:01:05 10 A. I do have knowledge of this.</p> <p>10:01:15 11 Q. Number 14, current and past employees of GHM</p> <p>10:01:18 12 who had interaction with any of the Wave entities or</p> <p>10:01:22 13 Ms. Lee.</p> <p>10:01:22 14 A. I have some knowledge of this.</p> <p>10:01:24 15 Q. Okay. Internal discussions non-privileged --</p> <p>10:01:31 16 this is number 15 -- and communications within GHM about</p> <p>10:01:35 17 Ms. Lee, the Wave entities, photographs or registrations</p> <p>10:01:41 18 involved.</p> <p>10:01:41 19 I'll clarify this. I'm talking -- we're talking</p> <p>10:01:51 20 about discussions at the time that Wave was working with</p> <p>10:01:54 21 GHM. That would be the same position as the others, that</p> <p>10:02:00 22 you don't have personal knowledge; is that correct?</p> <p>10:02:02 23 A. The same.</p> <p>10:02:11 24 Q. Any photographs taken by Ms. Lee -- this is</p> <p>10:02:13 25 16 -- or any of the Wave entities of any property managed by</p>	<p>10:03:39 1 knowledge as opposed to knowledge of somebody telling her</p> <p>10:03:42 2 something.</p> <p>10:03:44 3 MR. TOKE: Right. I'm happy to clarify the</p> <p>10:03:46 4 question.</p> <p>10:03:46 5 Q. What I mean by "personal knowledge" is</p> <p>10:03:48 6 knowledge that you received from being contemporaneously</p> <p>10:03:52 7 there when these events that underlie this lawsuit happened,</p> <p>10:03:59 8 that's personal knowledge, versus knowledge that someone</p> <p>10:04:02 9 else has told you about what had happened.</p> <p>10:04:08 10 A. To the best of my knowledge, I believe I would</p> <p>10:04:10 11 generally have some knowledge on number 21.</p> <p>10:04:18 12 Q. Personal knowledge, as I've just defined it?</p> <p>10:04:22 13 A. To the best of my understanding of your</p> <p>10:04:24 14 definition of "personal knowledge", I do think so.</p> <p>10:04:28 15 Q. Okay. Great.</p> <p>10:04:30 16 Number 22, the terms of any agreements between any</p> <p>10:04:33 17 hotel ever managed by GHM and/or GHM with VFM/Leonardo.</p> <p>10:04:40 18 That's number 22.</p> <p>10:04:53 19 A. I would have knowledge.</p> <p>10:04:55 20 Q. Okay. Twenty-three, GHM's use or distribution</p> <p>10:05:04 21 in any manner of any of the photographs subject to the</p> <p>10:05:08 22 registrations or taken by Ms. Lee or Wave of any of the</p> <p>10:05:13 23 properties ever managed by GHM.</p> <p>10:05:25 24 A. The same position as before.</p> <p>10:05:27 25 Q. That you do not have some?</p>
<p>10:02:18 1 GHM at any time. The same; right?</p> <p>10:02:27 2 A. Yes, the same.</p> <p>10:02:28 3 Q. Okay. Number 17, the business activities of</p> <p>10:02:32 4 GHM in the US.</p> <p>10:02:33 5 A. Yes, I do have knowledge.</p> <p>10:02:35 6 Q. Okay. GHM's website and its servers.</p> <p>10:02:40 7 A. Yes, I do have knowledge.</p> <p>10:02:42 8 Q. Okay. The business activities of Ms. Lee in</p> <p>10:02:47 9 the United States.</p> <p>10:02:48 10 A. I have no knowledge of this.</p> <p>10:02:52 11 Q. The ownership of the copyrights to the</p> <p>10:02:55 12 photographs that are subject to the registrations -- this is</p> <p>10:02:58 13 number 20 -- including any additional photographs taken by</p> <p>10:03:00 14 Ms. Lee or any of the Wave entities of any property managed</p> <p>10:03:05 15 by GHM at any time.</p> <p>10:03:06 16 A. I do have some knowledge about this.</p> <p>10:03:08 17 Q. Okay. The alleged -- number 21 -- licensing</p> <p>10:03:17 18 or authorization of GHM to use any of the photographs taken</p> <p>10:03:20 19 by Ms. Lee or any of the Wave entities.</p> <p>10:03:23 20 A. I do have some knowledge of this.</p> <p>10:03:25 21 Q. Okay. I assume that's personal knowledge, for</p> <p>10:03:30 22 20 and 21?</p> <p>10:03:32 23 MR. SCHWARZ: Object. You may want to clarify</p> <p>10:03:34 24 what you mean by "personal knowledge". I'm not sure that</p> <p>10:03:36 25 the witness would have what I understand first-hand</p>	<p>10:05:28 1 A. That I do not.</p> <p>10:05:33 2 Q. How about 24, the use or distribution in any</p> <p>10:05:35 3 manner of any photographs subject to the registrations or</p> <p>10:05:39 4 any other photographs taken by Ms. Lee or the Wave entities</p> <p>10:05:43 5 of any property ever managed by GHM, by any of its</p> <p>10:05:47 6 representatives, agents or employees of any property managed</p> <p>10:05:51 7 by GHM. The same position, yes, as number 23 --</p> <p>10:05:55 8 A. The same position.</p> <p>10:05:55 9 Q. -- and all the others before it that we have</p> <p>10:06:00 10 listed. Yes?</p> <p>10:06:02 11 A. Yes, same position.</p> <p>10:06:03 12 Q. Twenty-five, the terms of any agreements</p> <p>10:06:05 13 between GHM and any hotel ever managed by GHM that is</p> <p>10:06:09 14 depicted in any of the photographs subject to the</p> <p>10:06:12 15 registrations, the list of photographs.</p> <p>10:06:23 16 A. Could you explain this question?</p> <p>10:06:25 17 Q. Sure. There are various exhibits to number</p> <p>10:06:29 18 25. Right? There are agreements between GHM and the</p> <p>10:06:31 19 various hotels managed by it that are the subject of the</p> <p>10:06:35 20 photographs taken by Wave.</p> <p>10:06:39 21 MR. SCHWARZ: Could you just repeat the question,</p> <p>10:06:40 22 because I'm not -- could you repeat the question back?</p> <p>10:06:55 23 (Question read back.)</p> <p>10:06:57 24 MR. SCHWARZ: I'm only going to object because</p> <p>10:07:00 25 there may be an ambiguity in there. When you say "GHM" as</p>

10:07:04 1	distinguished from -- there may not be any agreements	10:10:03 1	MR. SCHWARZ: I'm objecting to the form of the
10:07:10 2	between GHM, as you are defining GHM, and the hotels, as you	10:10:05 2	question.
10:07:16 3	should know from seeing the management agreements. Well,	10:10:06 3	MR. TOKE: Yes, just leave it there. I will ask
10:07:18 4	the agreements are with the subsidiaries.	10:10:08 4	the question again, however.
10:07:22 5	MR. TOKE: Let's say for the purposes --	10:10:09 5	Q. You have testified that there are now 13
10:07:24 6	understood. For the purposes of the question, when I say	10:10:11 6	topics on this list that you do not have personal knowledge
10:07:27 7	GHM, I mean any GHM or GHM related entity.	10:10:15 7	of because you weren't there at the time; correct?
10:07:33 8	MR. SCHWARZ: Okay.	10:10:24 8	A. I do not have personal knowledge.
10:07:34 9	BY MR. TOKE:	10:10:27 9	Q. So, you've now told me that there is no one
10:07:34 10	Q. That's a subsidiary -- I think that should	10:10:30 10	else at GHM, that's currently at GHM, that has personal
10:07:36 11	have been clear from the question. But you understand that;	10:10:36 11	knowledge of those 13 topics.
10:07:39 12	yes?	10:11:23 12	A. Yes.
10:07:40 13	A. Now I understand that.	10:11:27 13	Q. Okay. Is there anyone at GHM currently who
10:07:42 14	Q. Okay. So, you agree there are various	10:11:33 14	was also there at that time?
10:07:44 15	agreements between GHM, that means GHM or any of its	10:11:41 15	A. Yes.
10:07:49 16	subsidiaries, with the various hotels that were the subject	10:11:42 16	Q. Who?
10:07:53 17	of the photographs taken by Wave. Right?	10:11:54 17	A. You want the names?
10:07:55 18	A. I do have knowledge.	10:11:56 18	Q. Yes.
10:07:56 19	Q. You do have knowledge of the terms of those	10:11:59 19	A. We have Ms. Sheladina Joseph.
10:07:58 20	agreements?	10:12:05 20	Q. How do I spell that?
10:07:59 21	A. (Witness nods.)	10:12:06 21	A. S-h-e-l-a-d-i-n-a J-o-s-e-p-h.
10:08:01 22	Q. Okay. Use or distribution by GHM -- this is	10:12:15 22	Q. What is Ms. Joseph's position at GHM?
10:08:04 23	number 26 -- or any hotel ever managed by GHM of any of the	10:12:22 23	A. She's the CRM executive.
10:08:09 24	photographs of any such hotels taken by anyone other than	10:12:27 24	Q. And what are her duties?
10:08:13 25	Ms. Lee or any of the Wave entities. So, photographs of any	10:12:37 25	A. I wouldn't remember her scope of duties
10:08:17 1	of the GHM managed properties that were taken by anyone else	10:12:40 1	offhand.
10:08:20 2	besides Ms. Lee or Wave.	10:12:43 2	Q. Okay. Do you generally have a sense of what
10:08:24 3	A. I would generally have knowledge of this.	10:12:50 3	she does?
10:08:27 4	Q. Okay. Great.	10:12:51 4	A. Per her title, she's CRM executive, that's
10:08:28 5	So, of the ones where you said you did not have	10:12:53 5	customer relationship management.
10:08:31 6	personal knowledge, is there anyone -- I think that's	10:12:55 6	Q. She is a liaison between GHM and the various
10:08:37 7	numbers 3, 4, 5, 7, 8, 10 -- sorry, let me start that	10:13:00 7	hotels?
10:08:59 8	again -- numbers 3, 4, 5, 7, 8, 10, 11, 12, 15, 16, 23 and	10:13:02 8	A. That's not exactly the way to put it.
10:09:08 9	24 of this list, some 13, so half of the topics, is there	10:13:04 9	Q. How would you put it?
10:09:15 10	anyone at GHM, who is currently at GHM, that is more	10:13:06 10	A. In a nutshell, she manages customers' database
10:09:20 11	knowledgeable than you about any -- about those topics?	10:13:11 11	for the group.
10:09:27 12	A. No.	10:13:13 12	Q. Okay. So the CRM, like Sales Force or Oracle
10:09:28 13	Q. There isn't? Is there anyone at GHM that --	10:13:18 13	or something like that?
10:09:32 14	well, you're not knowledgeable at all, so you're telling me	10:13:21 14	A. As her position states, customer relationship
10:09:36 15	there's no one else at GHM that has any knowledge, personal	10:13:24 15	management. So basically she handles customers' database.
10:09:39 16	knowledge, of those 13 topics?	10:13:29 16	Q. Okay. I may ask more questions about that
10:09:43 17	MR. SCHWARZ: Let me object to the form of that	10:13:33 17	later, but that's fine.
10:09:44 18	question.	10:13:34 18	How long has she been at GHM?
10:09:46 19	MR. TOKE: You've done it. Great.	10:13:41 19	A. I don't remember offhand. I would say
10:09:48 20	MR. SCHWARZ: If you could rephrase it, because	10:13:49 20	10 years.
10:09:49 21	I don't think you characterize her knowledge correctly.	10:13:50 21	Q. Okay. So, approximately 2005?
10:09:54 22	See, this was the whole point I was saying, just ask her	10:13:59 22	A. I would not put my finger to it, but that
10:09:57 23	questions about what she knows.	10:14:02 23	would be an estimate.
10:10:00 24	So your question said --	10:14:03 24	Q. Okay. Anyone else that's currently at GHM
10:10:03 25	MR. TOKE: Howard --	10:14:07 25	that was also there at the time when GHM was working with

10:14:10 1	Wave?	10:17:04 1	it would be minimal.
10:14:19 2	A. We have Mr. Hans Jenni.	10:17:05 2	Q. What are Mr. Jenni's responsibilities at GHM?
10:14:25 3	Q. Actually, let me close the loop on Ms. Joseph.	10:17:18 3	A. Mr. Jenni oversees the day-to-day running of
10:14:28 4	So, would Ms. Joseph have had any relations with	10:17:21 4	the company, from a finance standpoint, administration. He
10:14:32 5	Wave, any correspondence with Wave, any communications or	10:17:24 5	makes day-to-day decisions on how the company is running.
10:14:37 6	involvement with working with Wave with respect to any	10:17:35 6	That's in a nutshell.
10:14:41 7	property managed by GHM?	10:17:36 7	Q. Okay. Operations of the company. Is that a
10:14:47 8	A. To my knowledge, if there is any	10:17:39 8	fair characterization?
10:14:51 9	correspondence, it would be very minimal.	10:17:42 9	A. I wouldn't use the word "operations". I would
10:14:54 10	Q. So she probably doesn't know much about the	10:17:45 10	say day-to-day running.
10:14:57 11	situation with Wave?	10:17:46 11	Q. So, he runs the company?
10:14:58 12	A. I do not think I should answer that question	10:17:48 12	A. Right.
10:15:01 13	because I'm not her, so I really cannot gauge how much	10:17:49 13	Q. Does that include marketing or advertising
10:15:06 14	knowledge she has.	10:17:53 14	that is being developed for the various properties managed
10:15:07 15	Q. I'm just asking what you, based on your	10:17:55 15	by GHM?
10:15:10 16	understanding of her involvement with the company, whether	10:17:59 16	A. Not directly.
10:15:13 17	or not she would really have much occasion to learn anything	10:18:00 17	Q. Not directly? Okay.
10:15:17 18	about or know much about Wave.	10:18:04 18	Would -- but people who worked with Mr. Jenni or
10:15:20 19	A. I think I have addressed that. So, to the	10:18:10 19	below Mr. Jenni would report to him on issues like that;
10:15:23 20	best of my knowledge, if there was any correspondence, it	10:18:14 20	yes?
10:15:27 21	would be rather minimal.	10:18:28 21	A. People would report to him. I don't know what
10:15:29 22	Q. Okay. How about Mr. Hans Jenni, who is he?	10:18:33 22	you mean by "issues like that".
10:15:36 23	A. Mr. Jenni is our president.	10:18:38 23	Q. Okay. I've already defined that he -- that
10:15:40 24	Q. He's the founder, too, isn't he?	10:18:43 24	there are advertising and marketing done for the various
10:15:43 25	A. He's one of the founders.	10:18:46 25	hotels managed by GHM; correct?
10:15:45 1	Q. Okay. Mr. Jenni did have a lot of interaction	10:18:50 1	A. Yes. But if you would refer back to when
10:15:56 2	with Wave, didn't he?	10:18:52 2	I described Mr. Jenni's responsibilities in a nutshell,
10:16:00 3	MR. SCHWARZ: Objection to the form of the	10:18:56 3	I said he runs the company and primarily in the finance and
10:16:00 4	question. You can answer it.	10:19:02 4	the administration of the company.
10:16:02 5	I objected to the form, means that there was	10:19:05 5	Q. So, he doesn't have any responsibility for the
10:16:05 6	something in the question that I believed was improper. The	10:19:08 6	creation or the approval of any advertising or marketing
10:16:10 7	question has "a lot". It's a matter of opinion, so that's	10:19:15 7	done for the GHM managed properties?
10:16:12 8	the basis for my objection.	10:19:17 8	A. To the best of my knowledge, not directly.
10:16:14 9	BY MR. TOKE:	10:19:22 9	Q. Okay. Great.
10:16:15 10	Q. Go ahead.	10:19:24 10	Anyone else at GHM, currently at GHM, besides
10:16:16 11	A. Would you clarify "a lot"?	10:19:29 11	Ms. Sheladina Joseph and Hans Jenni, that were also there at
10:16:18 12	Q. Sure. Regular contact with Wave, with respect	10:19:34 12	GHM during the time that Wave was dealing with GHM?
10:16:22 13	to the various projects that wave did for GHM managed	10:19:39 13	A. Yes. There is a Ms. Pamela Tan.
10:16:28 14	properties.	10:19:42 14	Q. Okay. Who is Ms. Pamela Tan?
10:16:33 15	A. What kind of a contact would "regular" refer	10:19:46 15	A. Pamela Tan is executive secretary to
10:16:39 16	to? Could you make it --	10:19:48 16	Mr. Jenni.
10:16:43 17	Q. You tell me.	10:19:57 17	Q. Okay.
10:16:44 18	A. -- a little bit more quantifiable --	10:19:57 18	A. There is a Mr. Alvin Fong, A-l-v-i-n F-o-n-g.
10:16:44 19	Q. I'm simply asking: Did Mr. Hans Jenni have	10:20:04 19	Q. And what does Mr. Fong do?
10:16:47 20	any interactions with Wave?	10:20:08 20	A. He's assistant manager.
10:16:50 21	A. Interactions or a lot or regular?	10:20:14 21	Q. Okay.
10:16:53 22	Q. I'm just asking you if he had interactions.	10:20:15 22	A. And he basically assists Pamela Tan in her
10:16:56 23	A. If he has?	10:20:18 23	duties.
10:16:57 24	Q. Mm-hm.	10:20:30 24	Q. Who at GHM, during the period of time that
10:16:58 25	A. To the best of my knowledge, even if there is,	10:20:35 25	Wave was working with GHM managed properties, was in charge

10:20:38 1	of advertising and marketing, developing those advertising	10:24:19 1	in the deposition of Monica Chng.
10:20:42 2	and marketing campaigns or products for the various GHM	10:24:22 2	Going off the record. The time is 10:24 a.m.
10:20:48 3	managed hotels?	10:24:28 3	(10:24 a.m.)
10:20:52 4	A. Mr. Ohletz.	10:24:32 4	(Recess taken.)
10:20:56 5	Q. Mr. Ohletz, okay, Ralf Ohletz.	10:33:25 5	(10:41 a.m.)
10:20:59 6	What was his title?	10:41:26 6	VIDEOGRAPHER: Back on the record.
10:21:00 7	A. Mr. Ohletz was then executive vice-president	10:41:38 7	Here marks the beginning of tape number 2 in the
10:21:03 8	of GHM.	10:41:41 8	deposition of Monica Chng. The time is 10:41 a.m.
10:21:10 9	Q. What about Mr. Kendall Oei?	10:41:52 9	MR. TOKE: Okay, back on the record.
10:21:16 10	A. Mr. Oei was a director of GHM.	10:41:53 10	Q. Ms. Chng, during the break did you discuss the
10:21:20 11	Q. What were his duties?	10:41:57 11	case at all with your lawyer?
10:21:28 12	A. I didn't hear you.	10:42:00 12	A. No.
10:21:30 13	Q. Oh, sorry. What were his duties?	10:42:05 13	Q. You named a number of people who are still at
10:21:33 14	A. Mr. Oei was primarily involved in finance,	10:42:12 14	GHM that were there between 2000 and 2007 when GHM was --
10:21:36 15	legal, those two main areas.	10:42:21 15	pardon me, when Wave was providing services for various GHM
10:21:48 16	Q. By "legal", what do you mean by "legal"?	10:42:25 16	managed properties.
10:21:55 17	A. It means he gets involved in negotiating the	10:42:26 17	Do you recall that testimony?
10:22:01 18	management contracts for and on behalf of the company.	10:42:29 18	A. I'd like to rephrase that a little bit.
10:22:07 19	Q. Would he be the person negotiating vendor	10:42:33 19	Q. Okay.
10:22:11 20	contracts as well?	10:42:34 20	A. The names I've given to you are people who are
10:22:11 21	A. No.	10:42:37 21	currently still with GHM and were there before 2007.
10:22:12 22	Q. Who was that?	10:42:42 22	I cannot confirm if they were there between 2000 and 2007.
10:22:29 23	A. Vendor contracts would usually be done by the	10:42:48 23	Q. Okay. Perfect. That's great.
10:22:33 24	team or the person who engages the service.	10:42:52 24	That's because you weren't at GHM until 2008; is
10:22:39 25	Q. Okay. Who at GHM was that?	10:42:55 25	that right?
10:22:46 1	A. At which particular point are you asking?	10:43:00 1	A. I joined GHM in 2008. The reason why I want
10:22:49 2	Q. During the time when Wave was working with the	10:43:04 2	to make that clarity earlier on is because I haven't gone to
10:22:51 3	various GHM managed properties, so let's say 2000 to 2007.	10:43:08 3	look at when every one of those people joined GHM.
10:23:00 4	A. To the best of my understanding, it would be	10:43:11 4	Q. And would you have -- I'm sorry, let me
10:23:03 5	the person who engaged the services. If I may give you an	10:43:18 5	rephrase.
10:23:09 6	example, if we want to buy stationery, Ms. Tan, who was in	10:43:22 6	Just to confirm, as you said, you joined GHM in
10:23:17 7	charge of the office management, she would then engage a	10:43:26 7	2008, so you were not actually at GHM between 2000 and 2007
10:23:25 8	stationery provider and discuss the terms from there.	10:43:31 8	when Wave was providing various services for GHM managed
10:23:31 9	Q. Ms. Tan would do that?	10:43:36 9	properties; isn't that correct?
10:23:32 10	A. I'm giving you an example of stationery	10:43:38 10	A. That's correct.
10:23:34 11	purchase.	10:43:39 11	Q. What's your current title at GHM?
10:23:35 12	Q. Okay. How about the types of marketing	10:43:45 12	A. Senior vice-president finance and
10:23:39 13	collateral that Wave created for the various GHM managed	10:43:48 13	administration.
10:23:45 14	properties? Who would have been involved in the negotiating	10:43:48 14	Q. What are your duties at GHM?
10:23:48 15	or discussions about contracts or the agreement between --	10:43:53 15	A. I handle finance, legal, human resource and
10:23:53 16	with Wave?	10:44:04 16	administration of the company.
10:24:00 17	A. Mr. Ohletz.	10:44:06 17	Q. So, would it be fair to say that you
10:24:02 18	Q. Mr. Ohletz.	10:44:09 18	essentially do the job of Mr. Oei?
10:24:03 19	A. Would you mind if I take a lady's break?	10:44:18 19	A. In broad sense, yes.
10:24:11 20	COURT REPORTER: I'm sorry, could you speak up a	10:44:21 20	Q. Do you have any current overlap with what
10:24:11 21	little bit?	10:44:24 21	Mr. Ohletz used to do?
10:24:04 22	A. I'm just asking for a ladies' room break.	10:44:31 22	A. No.
10:24:15 23	BY MR. TOKE:	10:44:31 23	Q. And who do you report to?
10:24:15 24	Q. Sure, not a problem.	10:44:40 24	A. I report to Mr. Hans Jenni.
10:24:18 25	VIDEOGRAPHER: This marks the end of tape number 1	10:44:44 25	Q. And did Mr. Kendall Oei -- who I think you've

10:44:51 1 just said there's broad overlap in terms of what you do for
 10:44:55 2 GHM now and what Mr. Oei did when he was at GHM; correct?
 10:45:00 3 A. No, I didn't say that there's a broad overlap
 10:45:03 4 of what we did.
 10:45:04 5 Q. Okay. What did you say?
 10:45:05 6 A. What was your question when you asked that?
 10:45:08 7 Q. Well, it's a few questions ago. I think I was
 10:45:12 8 just simply asking if you basically do what Mr. Oei used to
 10:45:16 9 do.
 10:45:16 10 A. That's correct. I said, in a broad sense,
 10:45:19 11 yes.
 10:45:20 12 Q. Okay. And you said you report to Mr. Hans
 10:45:25 13 Jenni. Who did Mr. Kendall Oei report to, if you know?
 10:45:31 14 A. I have no knowledge of that.
 10:45:33 15 Q. Okay. And that's because you weren't at GHM
 10:45:36 16 at that time; right?
 10:45:39 17 A. I just don't have knowledge of that.
 10:45:41 18 Q. Okay. Did you overlap with Mr. Oei at all at
 10:45:48 19 GHM?
 10:45:51 20 A. As in time?
 10:45:53 21 Q. Did you both work there at the same time?
 10:45:58 22 A. No.
 10:45:58 23 Q. When did he leave, do you know?
 10:46:00 24 A. No.
 10:46:01 25 Q. But it would have been before you --

10:46:03 1 A. Yes.
 10:46:07 2 Q. Okay. Have you always had the same title that
 10:46:16 3 you have now at GHM?
 10:46:17 4 A. No.
 10:46:18 5 Q. Okay. Why don't you run through the various
 10:46:21 6 titles that you have had at GHM, the years that you held
 10:46:23 7 them and what your responsibilities were during each of
 10:46:26 8 those periods.
 10:46:27 9 A. Sure. I joined GHM in 2008. My title then
 10:46:33 10 was financial controller. My duties at that time was taking
 10:46:41 11 charge of making out the accounting records of the company,
 10:46:49 12 largely related to accounts payable, accounts receivable,
 10:46:56 13 doing the day-to-day accounting transactions, churning
 10:46:59 14 monthly reports for the management.
 10:47:08 15 Q. What is GHM's business?
 10:47:12 16 A. GHM's business is in managing and operating
 10:47:18 17 hotels, resorts.
 10:47:21 18 Q. Does GHM own or have any ownership interest in
 10:47:24 19 any of the resorts or hotels that it manages?
 10:47:29 20 A. Not that I know of.
 10:47:31 21 Q. Okay. Would there be anyone else who would
 10:47:37 22 know, if you did not?
 10:47:43 23 A. Maybe I should rephrase my answer.
 10:47:45 24 Q. Go ahead.
 10:47:46 25 A. I did not say I do not know. I mean I know of

10:47:55 1 no ownership by GHM.
 10:47:57 2 Q. Okay. So your testimony is that, to your
 10:48:01 3 knowledge, GHM does not have any ownership interest in any
 10:48:05 4 of the hotels or resorts that it manages?
 10:48:08 5 A. That's what I meant.
 10:48:10 6 Q. Okay. Who owns GHM?
 10:48:19 7 A. GHM is owned by two individuals, one of which
 10:48:25 8 is Mr. Adriaan Lauw Willem Zecha and the other is Mr. Hans
 10:48:33 9 Jenni.
 10:48:35 10 MR. SCHWARZ: You may want to spell the name.
 10:48:38 11 A. Oh, okay, sorry. The first one is Adriaan, as
 10:48:41 12 in A-d-r-i-a-a-n, Willem W-i-l-l-e-m, Lauw L-a-u-w, and his
 10:49:00 13 family name is Zecha Z-e-c-h-a. The other individual is
 10:49:07 14 Mr. Hans Jenni, H-a-n-s J-e-n-n-i.
 10:49:12 15 BY MR. TOKE:
 10:49:12 16 Q. And do you know how much of the company each
 10:49:15 17 of them owns?
 10:49:22 18 A. This is much related to the ownership of the
 10:49:25 19 company. I would like to --
 10:49:27 20 MR. SCHWARZ: So, I'm going to object. I can
 10:49:28 21 see -- the response is that the company would consider that
 10:49:34 22 proprietary information, and so --
 10:49:38 23 MR. TOKE: On what basis?
 10:49:39 24 MR. SCHWARZ: It has nothing to do with this
 10:49:39 25 lawsuit and the ownership interest is the ownership

10:49:41 1 interest. How the two of them -- so I'm objecting, I'm
 10:49:45 2 asserting that it's proprietary confidential information and
 10:49:48 3 the witness should not answer the question.
 10:49:51 4 MR. TOKE: Okay. You've noted that in the record?
 10:49:57 5 COURT REPORTER: Yes.
 10:49:57 6 MR. TOKE: That the witness was instructed not to
 10:50:00 7 answer?
 10:50:02 8 COURT REPORTER: Yes.
 10:50:09 9 BY MR. TOKE:
 10:50:09 10 Q. Are there any subsidiaries or affiliated
 10:50:12 11 companies to GHM? And when I say that, in this instance,
 10:50:16 12 when I say GHM, I mean General Hotel Management Ltd., which
 10:50:20 13 is, as I understand it, a British Virgin Islands company.
 10:50:24 14 You're aware of that; yes?
 10:50:26 15 A. Yes.
 10:50:26 16 Q. Okay. So, with that, given GHM for the
 10:50:28 17 purposes of this question, are there any other subsidiaries
 10:50:32 18 or affiliated companies to GHM?
 10:50:36 19 A. Yes.
 10:50:37 20 Q. What are they?
 10:50:39 21 A. Do you mean you want me to list the
 10:50:45 22 subsidiaries?
 10:50:48 23 Q. Yes.
 10:50:49 24 A. Okay. General Hotel Management (Singapore)
 10:50:58 25 Pte Ltd.

10:51:03 1	Q. How do I spell that, bracket?	10:56:49 1	right now, I just cannot tell you has it been dissolved.
10:51:04 2	MR. SCHWARZ: Bracket, paren.	10:56:53 2	But from our -- from our perspective, it is something that
10:51:04 3	MR. TOKE: Oh, okay, got it.	10:56:58 3	needs to be dissolved.
10:51:05 4	A. Parenthesis.	10:57:01 4	Q. In other words, it's a company that is not
10:51:07 5	Q. Got it. So, GHM (Singapore). Okay.	10:57:03 5	operating at this time?
10:51:12 6	Any others?	10:57:05 6	A. It has never operated.
10:51:18 7	A. GHM Mauritius, GHM Shanghai, GHM Thailand, GHM	10:57:07 7	Q. Okay. Is it also a wholly-owned subsidiary of
10:51:47 8	Malaysia. Have I mentioned GHM Philippines?	10:57:16 8	GHM or a majority owned by GHM, like the other companies?
10:52:10 9	Q. No.	10:57:24 9	A. No. It's not -- it's not -- it's definitely
10:52:11 10	A. GHM Philippines. GHM (Indochina).	10:57:29 10	not wholly owned. It's not majorly owned as well.
10:52:18 11	Q. Indochina?	10:57:34 11	Q. So, GHM owns a minority stake in GHM Sparrow?
10:52:20 12	A. Indochina. Indochina in parentheses.	10:57:41 12	A. Yes.
10:52:31 13	Q. Is there a GHM Muscat?	10:57:43 13	Q. Okay. Let's talk about the agreements between
10:52:33 14	A. GHM Services Muscat.	10:58:24 14	GHM and the various hotels that were the subject of the Wave
10:52:44 15	Q. Okay. Any others? For example, is it -- go	10:58:26 15	photographs. Okay?
10:53:31 16	ahead. Go ahead.	10:58:28 16	A. Could you refer me to which number is this?
10:53:31 17	A. No, I wasn't saying.	10:58:31 17	Q. Sure. So, we're going to go back to exhibit
10:53:35 18	Q. Can you think of any others?	10:58:34 18	19. This is number 22.
10:53:38 19	For example, is there a GHM Americas or a GHM USA?	10:58:44 19	A. Thank you.
10:54:10 20	A. There was a GHM -- there's no GHM Americas.	10:58:52 20	Q. You testified that you in fact do have
10:54:19 21	Sorry, before we come to that, I'm just thinking.	10:58:54 21	knowledge of these agreements; isn't that correct?
10:54:22 22	GHM Development Ltd, okay, and GHM USA LLC.	10:59:02 22	A. Between any hotel ever managed by GHM and/or
10:54:33 23	MR. SCHWARZ: GHM USA LLC.	10:59:06 23	GHM with VFM/Leonardo.
10:54:33 24	A. GHM USA LLC.	10:59:10 24	Q. Oh, pardon me, wrong one, I apologize. Not
25		10:59:14 25	the right one.
10:54:33 1	BY MR. TOKE:	10:59:16 1	Number 25, the terms of any agreements between GHM
10:54:37 2	Q. And is the "USA" in parentheses? It's okay if	10:59:27 2	and any hotel ever managed by GHM.
10:54:40 3	it isn't.	10:59:29 3	A. Yes, I do.
10:54:42 4	A. Not that I -- not that I remember.	10:59:30 4	Q. Okay. And what's the basis for your knowledge
10:54:45 5	Q. It doesn't matter.	10:59:32 5	of those agreements?
10:54:45 6	A. If I -- I'd like to just ask you to bear with	10:59:41 6	A. By virtue of my position now, I do have to
10:54:48 7	me for another minute, so I just want to make sure that	10:59:44 7	know them.
10:54:54 8	I have everything.	10:59:46 8	Q. You weren't there when they were negotiated,
10:55:12 9	Mauritius I've mentioned.	10:59:48 9	correct, or signed?
10:55:14 10	Q. You have.	11:00:00 10	A. I was not there when they were negotiated and
10:55:36 11	A. I think that's what I can recall.	11:00:03 11	signed. I have to know them.
10:55:38 12	Q. Okay. And how are all these companies related	11:00:06 12	Q. For your job. And what about your job
10:55:42 13	to GHM?	11:00:09 13	requires you to know them?
10:55:49 14	A. In that sense they are either wholly-owned	11:00:16 14	A. I've said I also handle the legal aspects of
10:55:53 15	subsidiaries or at least majorly owned by GHM.	11:00:21 15	the company, so I do have to know them.
10:56:01 16	Q. So, either wholly-owned subsidiaries or	11:00:25 16	Q. Okay. Very good.
10:56:04 17	majority owned by GHM?	11:00:32 17	What I'd like to do is -- let's go off the record
10:56:07 18	A. That would be correct.	11:00:41 18	for just a short while, because I want to introduce all of
10:56:09 19	Q. What about GHM Sparrow?	11:00:44 19	the agreements as exhibits seriatim, so that we can talk
10:56:15 20	A. GHM Sparrow, it was a joint venture that was	11:00:50 20	about them. So let's go off the record for a moment.
10:56:23 21	with Sparrow, Sparrow something. But that didn't take off.	11:00:53 21	VIDEOGRAPHER: Going off the record. The time is
10:56:30 22	So in fact we took it off the -- it went off the radar. So	11:00:55 22	11:00 a.m.
10:56:37 23	the cooperation didn't take off.	11:01:01 23	(11:00 a.m.)
10:56:41 24	Q. Is that company now dissolved?	11:01:09 24	(Recess taken.)
10:56:45 25	A. It is supposed to be dissolved but as we speak	25	

11:01:09 1 (Exhibit 21 marked for identification)	11:37:32 1 includes proprietary information, as I indicated to my
11:01:09 2 (Exhibit 22 marked for identification)	11:37:36 2 adversary, as well as information that is simply
11:01:09 3 (Exhibit 23 marked for identification)	11:37:38 3 non-responsive to the litigation whatsoever, and we left in
11:01:09 4 (Exhibit 24 marked for identification)	11:37:41 4 the category captions to indicate both of those terms.
11:01:09 5 (Exhibit 25 marked for identification)	11:37:45 5 So, the witness is here. I believe you should ask
11:01:09 6 (Exhibit 26 marked for identification)	11:37:48 6 the witness whatever questions you want to about the
11:01:09 7 (Exhibit 27 marked for identification)	11:37:50 7 information, about the contracts themselves. And
11:01:09 8 (Exhibit 28 marked for identification)	11:37:53 8 I suggested that if we are going to have questions
11:01:09 9 (Exhibit 29 marked for identification)	11:37:59 9 pertaining to attorneys' eyes only information, that we
11:01:09 10 (Exhibit 30 marked for identification)	11:38:03 10 respectfully request that Ms. Lee not be in the room and
11:01:09 11 (Exhibit 31 marked for identification)	11:38:07 11 that the pages be designated, as is common, that the pages
11:01:09 12 (Exhibit 32 marked for identification)	11:38:10 12 be designated as attorneys' eyes only and then you can have
11:01:09 13 (Exhibit 33 marked for identification)	11:38:15 13 your -- you reserve whatever rights you want to reserve.
11:01:09 14 (Exhibit 34 marked for identification)	11:38:18 14 MR. TOKE: That's fine. Also, because the
11:01:09 15 (Exhibit 35 marked for identification)	11:38:21 15 documents have been heavily redacted and there is, as a
11:01:09 16 (Exhibit 36 marked for identification)	11:38:24 16 result, no way for plaintiff to actually assess whether or
11:01:09 17 (Exhibit 37 marked for identification)	11:38:27 17 not the large swathes of these documents are actually
11:01:09 18 (Exhibit 38 marked for identification)	11:38:30 18 non-responsive or irrelevant, we reserve the right to ask
11:34:15 19 (11:35 a.m.)	11:38:35 19 for additional time to depose this witness, should that be
11:35:00 20 VIDEOGRAPHER: Back on the record. The time is	11:38:40 20 necessary, and reserve the right to request that it be at
11:35:28 21 11:35 a.m.	11:38:47 21 GHM's expense.
11:35:32 22 MR. TOKE: Okay. Thanks very much. We were just	11:38:52 22 MR. SCHWARZ: It's noted on the record, and we
11:35:38 23 off the record to enter a number of exhibits, which comprise	11:38:54 23 disagree, obviously.
11:35:44 24 documents produced for the first time by GHM last Wednesday,	11:38:56 24 MR. TOKE: Sure. I understand.
11:35:51 25 September 16. And these comprise the agreements, as far as	11:38:58 25 Q. Ms. Chng, before you are a number of exhibits,
11:35:58 1 we understand, between the -- between GHM or GHM	11:39:04 1 as I indicated on the record, that were very recently
11:36:04 2 subsidiaries or affiliates and the hotels that are the	11:39:07 2 produced by GHM for the first time in this litigation, which
11:36:08 3 subject of the hotel photographs that underlie this	11:39:12 3 represent the underlying agreements with the hotels at issue
11:36:12 4 litigation.	11:39:15 4 in this litigation. You understand that; yes?
11:36:13 5 The first thing the plaintiff wanted to indicate	11:39:18 5 A. Yes.
11:36:16 6 is these documents have been designated under the protective	11:39:19 6 Q. And are you familiar -- you testified that
11:36:21 7 order as attorneys' eyes only. However, they have been	11:39:21 7 you, as a result of your position at GHM, are familiar with
11:36:26 8 heavily redacted as well. No privilege log has been	11:39:26 8 all of these agreements; is that correct?
11:36:30 9 provided or any basis for the redaction, other than a	11:39:29 9 A. I said I have knowledge.
11:36:35 10 representation that large portions of these agreements that	11:39:31 10 Q. By you have knowledge, what does that mean?
11:36:40 11 have been redacted are irrelevant to the proceedings.	11:39:36 11 A. I know that there are these agreements.
11:36:45 12 Plaintiff's position is that the decision on	11:39:40 12 Q. So, all you know is that they exist?
11:36:48 13 whether or not they are relevant or responsive has been	11:39:42 13 A. Maybe you should let me know what would you
11:36:51 14 demonstrated by the fact that they have been produced and	11:39:44 14 expect by saying that I'm familiar. Do -- I mean, at least
11:36:54 15 they are responsive to discovery requests that have been	11:39:49 15 give me an expectation of what you would define as
11:36:57 16 served on GHM and that the redaction of these documents is	11:39:55 16 "familiar".
11:37:01 17 improper and there is no basis for it.	11:39:55 17 Q. What does the word "familiar" mean to you?
11:37:07 18 Plaintiff also reserves its right to challenge the	11:39:59 18 A. Familiar, in my understanding, that I hope I'm
11:37:12 19 designation as attorneys' eyes only for these documents.	11:40:09 19 not expected to know word by word in the agreement.
11:37:18 20 That's what we want to put on the record.	11:40:14 20 Q. I'm not asking. This is not a memory contest.
11:37:19 21 I think counsel for GHM wants to put something on	11:40:18 21 But what I'm saying, you testified earlier that because of
11:37:24 22 the record as well.	11:40:21 22 the responsibilities of your job, you have to have a working
11:37:26 23 MR. SCHWARZ: Yes. The documents were produced	11:40:25 23 knowledge of how these agreements work. Is that an accurate
11:37:27 24 under attorneys' eyes only, as provided in the	11:40:29 24 summary of what you said?
11:37:28 25 confidentiality order. The material that has been redacted	11:40:36 25 A. Yes.

<p>11:40:38 1 Q. Okay. So you have a working knowledge of all</p> <p>11:40:41 2 these agreements; is that correct?</p> <p>11:40:42 3 A. Yes.</p> <p>11:40:42 4 Q. Okay. So let's take a look at -- well, let me</p> <p>11:40:53 5 ask you this: Are these generally the same in terms of the</p> <p>11:40:56 6 overall terms of the agreements with each of the hotels?</p> <p>11:41:00 7 MR. SCHWARZ: Objection to the form. You can</p> <p>11:41:03 8 answer if it's possible.</p> <p>11:41:07 9 MR. TOKE: Howard, as you've indicated to me in</p> <p>11:41:09 10 depositions before, no speaking objections. There's no need</p> <p>11:41:12 11 to coach the witness. All you've got to do is put the</p> <p>11:41:14 12 objection on the record, please.</p> <p>11:41:16 13 MR. SCHWARZ: I wasn't sure that was coaching.</p> <p>11:41:18 14 But I object to the form of the question.</p> <p>11:41:25 15 MR. TOKE: Good enough. Go ahead.</p> <p>11:41:26 16 A. Okay. Can you repeat your question?</p> <p>11:41:41 17 MR. TOKE: We can have the question read back,</p> <p>11:41:43 18 please.</p> <p>11:41:45 19 (Question read back.)</p> <p>11:41:50 20 A. The structure would basically be similar, save</p> <p>11:41:57 21 for negotiations and the results of these negotiations that</p> <p>11:42:02 22 would have taken place on or before the conclusion of these</p> <p>11:42:07 23 agreements.</p> <p>11:42:09 24 Q. Okay. Perfect.</p> <p>11:42:10 25 And how would you characterize the overall</p>	<p>11:43:45 1 you want to just make it a little bit clearer.</p> <p>11:43:50 2 Q. Okay, sure.</p> <p>11:43:54 3 Does GHM employ anyone who works at any one of the</p> <p>11:44:02 4 hotels on a day-to-day basis?</p> <p>11:44:38 5 A. No.</p> <p>11:44:39 6 Q. So no one who works at any of the hotels that</p> <p>11:44:43 7 GHM provides services for is actually employed by GHM; is</p> <p>11:44:47 8 that correct?</p> <p>11:45:00 9 A. When you say "employed by GHM," do you mean</p> <p>11:45:03 10 that the employee in question is actually remunerated by</p> <p>11:45:07 11 GHM? Does that mean "employed by GHM"?</p> <p>11:45:14 12 Q. What does the word "employee" mean to you?</p> <p>11:45:17 13 A. That I'm being remunerated by the company.</p> <p>11:45:20 14 Q. So let's use that example, yes.</p> <p>11:45:22 15 Is there anyone who works at the hotels on a</p> <p>11:45:25 16 day-to-day basis that is remunerated by GHM?</p> <p>11:45:28 17 A. No.</p> <p>11:45:29 18 Q. So, all the people that work at the hotel are</p> <p>11:45:35 19 employees of the hotels themselves?</p> <p>11:45:38 20 A. Yes, and remunerated by the hotel, that's</p> <p>11:45:42 21 correct.</p> <p>11:45:43 22 Q. And that says -- and the agreements say so;</p> <p>11:45:46 23 right?</p> <p>11:45:48 24 A. Yes.</p> <p>11:45:49 25 Q. For example, let's -- as you said, the</p>
<p>11:42:12 1 structure of these agreements? And by that, what I mean is</p> <p>11:42:16 2 what is GHM generally contracting with these hotels to</p> <p>11:42:21 3 provide?</p> <p>11:42:23 4 A. When I say the overall structure will be the</p> <p>11:42:27 5 same or similar, is the word I used, it means -- I give you</p> <p>11:42:31 6 an example here -- all these agreements will be an agreement</p> <p>11:42:35 7 to operate and manage the hotel, instead of having ownership</p> <p>11:42:40 8 in the hotel. This is one example that I can broadly bring</p> <p>11:42:46 9 out.</p> <p>11:42:49 10 Q. Okay. So, generally speaking, under all of</p> <p>11:42:53 11 these agreements, GHM provided management and operational</p> <p>11:42:56 12 services for these hotels. Is that correct?</p> <p>11:42:59 13 A. Yes.</p> <p>11:43:00 14 Q. What kinds of responsibilities would that mean</p> <p>11:43:04 15 for GHM?</p> <p>11:43:07 16 A. It means we ensure the day-to-day operation of</p> <p>11:43:11 17 the hotel; that someone -- a guest comes to a hotel, checked</p> <p>11:43:16 18 in, doesn't find the hotel empty and no one would attend to</p> <p>11:43:21 19 his requirements.</p> <p>11:43:23 20 Q. Are there ever any GHM employees that are</p> <p>11:43:28 21 staffed at any of the hotels?</p> <p>11:43:35 22 A. Would you want to give me an example?</p> <p>11:43:38 23 Q. Is there something you didn't understand about</p> <p>11:43:41 24 the question?</p> <p>11:43:42 25 A. I may have not understood it correctly. So if</p>	<p>11:45:52 1 structure of a lot of these are the same. Let's take one at</p> <p>11:45:56 2 random. For example, let's look at exhibit 21. This is for</p> <p>11:46:10 3 the Leela.</p> <p>11:46:21 4 MR. SCHWARZ: I'm not quite sure where you're</p> <p>11:46:23 5 going to, but I'm suspecting if you're going to ask</p> <p>11:46:28 6 questions, we should at this point mark this portion of the</p> <p>11:46:31 7 transcript as "Attorneys' Eyes Only", please.</p> <p>11:46:35 8 MR. TOKE: You want to ask Ms. Lee to leave?</p> <p>11:46:38 9 MR. SCHWARZ: Yes.</p> <p>11:46:39 10 MR. TOKE: Okay. Would you step outside for a</p> <p>11:46:41 11 moment, please, Ms. Lee. Thank you.</p> <p>11:46:44 12 (Ms. Lee left the deposition room.)</p> <p>11:46:45 13</p> <p>11:47:04 14 (Deposition continued marked "For Attorneys' Eyes Only")</p> <p>11:47:04 15</p> <p>11:47:04 16 (Pages 51-81 of transcript)</p> <p>11:47:04 17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

13:46:52 1 (1:47 p.m.)	13:51:11 1 Q. I would like to mark this next in order.
13:47:07 2 VIDEOGRAPHER: Back on the record. The time is	13:51:14 2 COURT REPORTER: Thirty-nine.
13:47:13 3 1:47 p.m.	13:51:18 3 (Exhibit 39 marked for identification)
13:47:14 4 (Ms. Lee returned to the deposition room.)	13:51:41 4 MR. TOKE:
13:47:18 5 BY MR. TOKE:	13:52:09 5 Q. Ms. Chng, what's marked exhibit 39 are
13:47:20 6 Q. Ms. Chng, you testified earlier that there's a	13:52:13 6 print-outs from the GHM website. You can see that at the
13:47:26 7 GHM USA LLC?	13:52:17 7 bottom, it's at ghmhotels.com?
13:47:30 8 A. Yes.	13:52:23 8 A. Yes.
13:47:30 9 Q. What properties are -- let me back up.	13:52:26 9 Q. This is the "Contact us" page, which is a
13:47:36 10 Does GHM USA LLC have any agreements with any	13:52:30 10 sub-page of the sales and reservations. You can see the
13:47:45 11 properties right now?	13:52:33 11 highlighted or shaded-in area that says "Sales and
13:47:46 12 A. No.	13:52:38 12 Reservations" on the left; yes?
13:47:48 13 Q. Did it ever?	13:52:40 13 A. Yes.
13:47:56 14 A. Yes.	13:52:40 14 Q. This is pulled out of the main page, which
13:48:00 15 Q. What properties?	13:52:43 15 says "Sales and reservations." If you could flip to the
13:48:01 16 A. The Setai.	13:52:49 16 second page, towards the bottom you'll see "United States of
13:48:02 17 Q. The Setai Miami?	13:52:55 17 America." Do you see that?
13:48:07 18 A. (Witness nods.)	13:52:57 18 A. Yes, I do.
13:48:08 19 Q. Okay. And you testified earlier that that	13:52:58 19 Q. And there's an office listed in San Francisco;
13:48:17 20 was -- is that exhibit 34? That's the agreement with GHM	13:53:01 20 correct?
13:48:21 21 USA LLC? Exhibit 34 was with the Dempsey Vanderbilt Hotel.	13:53:02 21 A. Yes.
13:48:48 22 A. Yes, it is.	13:53:03 22 Q. Okay. And it says -- and there's an email
13:48:49 23 Q. This is the agreement. Okay.	13:53:08 23 address to reach someone at ghmhotels.com; isn't that
13:48:51 24 What about Heritage House?	13:53:14 24 correct?
13:48:55 25 MR. SCHWARZ: Objection to the form of the	13:53:14 25 A. That's correct.
13:48:55 1 question. What's the question?	13:53:15 1 Q. And it's ghmusal@ghmhotels.com; yes?
13:48:59 2 MR. TOKE: I asked what properties GHM USA had	13:53:23 2 A. That's correct.
13:49:04 3 contracts with or agreements with.	13:53:23 3 Q. And then underneath that is a New York office;
13:49:06 4 Q. You said the Setai, and you testified that	13:53:27 4 right?
13:49:11 5 this exhibit 34 is the contract that you were referring to.	13:53:27 5 A. Yes.
13:49:14 6 A. Yes, I did.	13:53:28 6 Q. Okay. That's in New York, New York; correct?
13:49:16 7 Q. Okay. And then I was asking, what about the	13:53:29 7 A. Yes.
13:49:19 8 Heritage House, is that also an agreement with GHM USA?	13:53:30 8 Q. Okay. And it also has a GHM email address to
13:49:23 9 A. No, it wasn't.	13:53:33 9 reach GHM; correct?
13:49:25 10 Q. Okay. Who was that with?	13:53:36 10 A. Yes.
13:49:30 11 A. General Hotel Management Ltd.	13:53:37 11 Q. Okay. And that's ghmusal@ghmhotels.com?
13:49:32 12 Q. Okay. The British Virgin Islands company?	13:53:42 12 A. Yes.
13:49:37 13 A. That's correct.	13:53:43 13 Q. Okay. And this is GHM's own website; correct?
13:49:37 14 Q. Okay. Does GHM have a sales office in the	13:53:52 14 A. This is.
13:49:44 15 United States?	13:53:53 15 Q. Okay. And it's indicating that GHM has sales
13:49:47 16 A. GHM does not have a sales office in the United	13:53:57 16 in -- a sales office in the United States, doesn't it? Or
13:49:51 17 States. GHM has a sales representation office. The point	13:54:07 17 two, actually.
13:49:57 18 I'm trying to drive through is we don't have a direct office	13:54:17 18 A. By virtue of what I've seen -- what is placed
13:50:02 19 by GHM per se. We engage a third party vendor to do this	13:54:21 19 in front of me right now, yes, it says "Sales and
13:50:07 20 part of the work.	13:54:24 20 Reservations".
13:50:08 21 Q. You testified earlier that sales -- that with	13:54:25 21 Q. And it's got a ghmhotels email address; right?
13:50:15 22 sales offices, GHM would enter into an agreement directly	13:54:32 22 A. Yes.
13:50:19 23 with the sales office. Is this the same kind of sales	13:54:47 23 Q. Do you know where the ghmhotels.com, the
13:50:22 24 office contract you were referring to before?	13:54:52 24 server that hosts ghmhotels.com is located?
13:50:26 25 A. It is.	13:54:59 25 A. I do not know exactly where the server is

13:55:03 1	located. I know the vendor who provides the service.	14:00:06 1	A. Saujana.
13:55:08 2	Q. Okay. Who's the vendor that provides the	14:00:08 2	Q. I'm just asking. I said, do you know?
13:55:11 3	service?	14:00:10 3	A. Yes.
13:55:11 4	A. It's an IT company called Nodens.	14:00:11 4	Q. Okay. So, let's go through them, actually.
13:55:19 5	Q. Noted?	14:00:14 5	Does GHM still provide management services to the
13:55:20 6	A. Nodens, the way they pronounce it, N-o-d-e-n-s	14:00:22 6	Chiang Mai?
13:55:27 7	IT.	14:00:25 7	A. Do you mean the Chedi Chiang Mai?
13:55:39 8	Q. Nodens, okay.	14:00:31 8	Q. Yes.
13:55:41 9	Do you know who the registrar is of the ghmhotels	14:00:32 9	A. No.
13:55:47 10	website -- pardon me, domain name?	14:00:33 10	Q. Has it -- do you know approximately when it
13:55:50 11	A. The website or the domain name?	14:00:35 11	stopped?
13:55:52 12	Q. The domain name.	14:00:39 12	A. I wouldn't recall the actual date. I would
13:56:06 13	A. I would believe it's been -- I believe the	14:00:43 13	say it's some time towards late 2013.
13:56:08 14	registrant is General Hotel Management Ltd.	14:00:48 14	Q. How about the Setai?
13:56:12 15	Q. Okay. Mark this exhibit 40, please.	14:00:52 15	A. No.
13:56:47 16	(Exhibit 40 marked for identification)	14:00:54 16	Q. Do you know approximately when that
13:57:16 17	I'll represent to you that this is a Whois report	14:00:56 17	relationship ended?
13:57:21 18	on the ownership of the ghmhotels.com website. If you'll	14:01:00 18	A. Some time in 2012.
13:57:30 19	look where it says "Whois & Quick Stats", do you see that?	14:01:08 19	Q. How about -- you said the Saujana and The Club
13:57:36 20	A. Yes.	14:01:11 20	at the Saujana. How about those two?
13:57:38 21	Q. There's something that says "Registrant Org".	14:01:14 21	A. No longer managing.
13:57:42 22	Do you see that?	14:01:16 22	Q. When did that relationship end?
13:57:43 23	A. Yes.	14:01:32 23	A. I can't really remember. I would say late
13:57:46 24	Q. I assume it's actually "Registrant	14:01:44 24	2009.
13:57:49 25	Organization" or something like that. And it lists General	14:01:49 25	Q. Okay. How about the Datai?
13:57:52 1	Hotel Management and it says it's associated with	14:02:01 1	A. No longer.
13:57:54 2	approximately 177 other domain names. Do you see that?	14:02:02 2	Q. Okay. And when did that occur when that
13:57:57 3	A. Yes, I can see that.	14:02:05 3	relationship ended?
13:57:59 4	Q. Okay. And you believe that General Hotel	14:02:20 4	A. I can't remember is it going to be 2010 or
13:58:03 5	Management is the owner of the ghmhotels.com website or	14:02:23 5	2011. It's one of those years.
13:58:12 6	domain name; yes?	14:02:33 6	Q. How about the Andaman?
13:58:13 7	A. I believe so.	14:02:36 7	A. No longer.
13:58:15 8	Q. Okay. You see where it says "IP Location,"	14:02:37 8	Q. Okay. And do you know when that relationship
13:58:19 9	halfway down?	14:02:42 9	ended?
13:58:21 10	A. Yes.	14:02:51 10	A. Some time 2009 or 2010. I cannot remember the
13:58:22 11	Q. And it says, "Utah - Provo."	14:02:53 11	date.
13:58:26 12	Do you have an understanding that the server	14:02:54 12	Q. You said 2009 or 2010?
13:58:32 13	housing the GHM domain name is actually in Utah?	14:02:55 13	A. Yes, 2009 or 2010.
13:58:39 14	A. Like I testified earlier, I have no knowledge	14:02:57 14	Q. How about the Carcosa?
13:58:42 15	where the physical location of the server can be, may be.	14:03:01 15	A. No longer managing. I can't remember.
13:58:47 16	I only know who the vendor is.	14:03:11 16	Q. Approximately? Does around 2009 sound about
13:58:54 17	Q. Okay. Okay. Very good.	14:03:23 17	right, late 2009?
13:59:38 18	Let's return to this. There have been a number of	14:03:30 18	A. I can't put a time to that. I cannot
13:59:41 19	hotels that are covered by the agreements that have been	14:03:34 19	recollect.
13:59:46 20	marked as exhibits here that are no longer managed by GHM;	14:03:34 20	Q. Okay. How about the Chedi Phuket?
13:59:49 21	isn't that correct?	14:03:56 21	A. No longer managing. I believe that's in 2009
13:59:56 22	A. Yes.	14:03:59 22	as well.
13:59:56 23	Q. Okay. Do you know which ones those are, just	14:03:59 23	Q. Okay. How about the Chedi Milan?
13:59:58 24	generally? I can list them for you, but do you know which	14:04:20 24	A. No longer managing. 2009.
14:00:03 25	ones GHM no longer represents?	14:04:32 25	Q. Okay. How about the Leela?

<p>14:04:37 1 A. We are no longer managing. I cannot remember</p> <p>14:04:40 2 the date, or the year in fact.</p> <p>14:04:43 3 Q. Would it have been within the last couple of</p> <p>14:04:49 4 years or longer than that?</p> <p>14:04:52 5 A. Perhaps longer than that.</p> <p>14:04:54 6 Q. Would it have been before 2010?</p> <p>14:04:56 7 A. Yes. 2010, yes.</p> <p>14:05:00 8 Q. Would it have been before 2009?</p> <p>14:05:06 9 A. Yes.</p> <p>14:05:08 10 Q. When did you start with GHM?</p> <p>14:05:10 11 A. 2008.</p> <p>14:05:11 12 Q. When in 2008?</p> <p>14:05:12 13 A. June 2008.</p> <p>14:05:14 14 Q. Were you managing the Chedi or the Leela at</p> <p>14:05:18 15 that time?</p> <p>14:05:34 16 A. I do not have a definite answer because I'm</p> <p>14:05:37 17 already trying to recollect, I don't want to say the wrong</p> <p>14:05:40 18 thing. I would say that I do not recollect this.</p> <p>14:05:44 19 Q. But did you -- you were managing it -- if GHM</p> <p>14:05:49 20 were managing it when you were there, did it manage it for</p> <p>14:05:53 21 long?</p> <p>14:05:55 22 A. I didn't understand your question.</p> <p>14:05:57 23 Q. Sorry, never mind.</p> <p>14:05:59 24 How about the Heritage House?</p> <p>14:06:09 25 A. That was before I joined GHM.</p>	<p>14:07:50 1 A. Generally, when a relationship like this ends,</p> <p>14:07:55 2 the hotel needs to cease usage of any marketing materials</p> <p>14:08:03 3 that bears the GHM marks.</p> <p>14:08:27 4 Q. How about any photographs that are used in any</p> <p>14:08:30 5 of those marketing materials?</p> <p>14:08:44 6 A. May I clarify?</p> <p>14:08:45 7 Q. Yes.</p> <p>14:08:45 8 A. You are talking about not the collaterals, as</p> <p>14:08:48 9 in like, for example, the brochures; you are talking about</p> <p>14:08:53 10 the photographs that is, like, within the brochure?</p> <p>14:08:56 11 Q. Yes.</p> <p>14:08:59 12 A. The hotel would be able to continue to use it</p> <p>14:09:02 13 because they own the photos.</p> <p>14:09:05 14 Q. They own the photos?</p> <p>14:09:07 15 A. To the best of my knowledge they own the</p> <p>14:09:09 16 photos.</p> <p>14:09:10 17 Q. Okay. We'll talk more about that.</p> <p>14:09:45 18 A couple of other properties. Sorry. What about</p> <p>14:09:48 19 the Serai or the Chedi Villas Jimbaran, are they still under</p> <p>14:09:54 20 GHM management?</p> <p>14:09:57 21 A. Can you repeat the name of the property?</p> <p>14:10:00 22 Q. The Serai, or called the Chedi Villas,</p> <p>14:10:06 23 Jimbaran?</p> <p>14:10:08 24 A. We don't have a Chedi Villas Jimbaran.</p> <p>14:10:11 25 Q. Okay. Did you ever?</p>
<p>14:06:12 1 Q. So, no longer managing?</p> <p>14:06:14 2 A. No longer managing, and ended before I joined</p> <p>14:06:18 3 GHM.</p> <p>14:06:19 4 Q. Okay. How about the Lalu?</p> <p>14:06:22 5 A. No longer managing. I don't recall the year.</p> <p>14:06:26 6</p> <p>14:06:27 7 Q. Was it managed by GHM when you joined?</p> <p>14:06:32 8 A. I don't think so.</p> <p>14:06:33 9 Q. Okay. So, some time before you left -- before</p> <p>14:06:37 10 you came to GHM, the relationship ended?</p> <p>14:06:40 11 A. That would be a fair statement to say.</p> <p>14:06:41 12 Q. Okay. And what happens once -- when a</p> <p>14:06:54 13 relationship ended with GHM for management services, do you</p> <p>14:06:59 14 know what happened with any of those properties that -- what</p> <p>14:07:03 15 happened to their management, who did it?</p> <p>14:07:07 16 A. I have no idea.</p> <p>14:07:08 17 Q. You have no idea. Okay. I'm just asking.</p> <p>14:07:11 18 It's okay if you don't know.</p> <p>14:07:16 19 A. I don't -- I don't follow them, so I don't</p> <p>14:07:19 20 know.</p> <p>14:07:20 21 Q. Okay. Typically, what would happen at the end</p> <p>14:07:30 22 of a relationship like that with regard to any marketing</p> <p>14:07:33 23 collateral, the materials that GHM might have furnished to</p> <p>14:07:40 24 the hotels? Would they be returned to the hotel -- I mean</p> <p>14:07:44 25 to GHM, pardon me?</p>	<p>14:10:15 1 A. I'm not aware of any Chedi Villas Jimbaran.</p> <p>14:10:21 2 Q. Any Chedi property at Jimbaran?</p> <p>14:10:24 3 A. Yes, we do.</p> <p>14:10:26 4 Q. Okay. That was the Serai?</p> <p>14:10:31 5 A. Not the Serai.</p> <p>14:10:33 6 Q. Okay. What is it?</p> <p>14:10:35 7 A. It's the Chedi Club Jimbaran.</p> <p>14:10:39 8 Q. The Chedi Club Jimbaran. Okay. And is that</p> <p>14:10:44 9 still managed by GHM?</p> <p>14:10:46 10 A. The property is not opened yet.</p> <p>14:10:48 11 Q. Okay. When is that going to open?</p> <p>14:10:51 12 A. We have not got an indicative opening date</p> <p>14:10:56 13 yet.</p> <p>14:11:23 14 Q. Okay.</p> <p>14:11:37 15 Let's take a brief break. We will be back in five</p> <p>14:11:43 16 minutes, 10 minutes.</p> <p>14:11:45 17 A. Okay.</p> <p>14:11:47 18 Q. Off the record, please.</p> <p>14:11:49 19 VIDEOGRAPHER: This marks the end of tape number 3</p> <p>14:11:51 20 in the deposition of Monica Chng.</p> <p>14:11:53 21 Going off the record. The time is 2:12 p.m.</p> <p>14:11:59 22 (2:12 p.m.)</p> <p>14:12:02 23 (Recess taken.)</p> <p>14:30:48 24 (2:30 p.m.)</p> <p>14:30:54 25 VIDEOGRAPHER: Back on the record. Here marks the</p>

14:31:01 1	beginning of tape number 4 in the deposition of Monica Chng.	14:34:21 1	A. Do you mean you want me to list out the names?
14:31:06 2	The time is 2:31 p.m.	14:34:24 2	Q. Yes.
14:31:11 3	BY MR. TOKE:	14:34:32 3	A. One would be our senior vice-president for
14:31:12 4	Q. Okay, Ms. Chng, we're back on the record.	14:34:34 4	sales and marketing.
14:31:17 5	Let's go back to exhibit 39, which is the "Contact	14:34:37 5	Q. What is that person's name?
14:31:23 6	us" page from the GHM website. Do you have any experience	14:34:39 6	A. That is Mr. Clement Koh.
14:31:44 7	with these US offices, in the sense that I see that there's	14:34:41 7	Q. That's Mr. Koh who is here in this room?
14:31:47 8	a toll-free number for the San Francisco office, do you see	14:34:44 8	A. That's Mr. Koh.
14:31:51 9	that, within the USA?	14:34:46 9	Q. Okay. Who else?
14:31:54 10	A. Yes.	14:34:58 10	A. We would have our PR and communications
14:31:54 11	Q. There's a 415 number, which I can represent is	14:35:04 11	manager.
14:31:56 12	the area code for San Francisco. Do you see that?	14:35:05 12	Q. And what is that person's name?
14:32:00 13	A. Yes.	14:35:07 13	A. That's Ms. Kathryn.
14:32:00 14	Q. And for the New York office there's a	14:35:09 14	Q. Kathryn?
14:32:02 15	telephone number that's 212, which I can represent is the	14:35:11 15	A. Koh.
14:32:07 16	New York area code.	14:35:12 16	Q. Any relation to Mr. Koh?
14:32:09 17	When a customer -- when someone calls these	14:35:15 17	A. Not that I know of.
14:32:13 18	numbers, how do they identify themselves?	14:35:17 18	Q. Anyone else?
14:32:16 19	A. I have no experience with this.	14:35:34 19	A. Ms. Rachel Loh.
14:32:18 20	Q. You don't know?	14:35:36 20	Q. What is Ms. Rachel Loh's --
14:32:19 21	A. I don't know.	14:35:40 21	A. Ms. Rachel is personal assistant to Mr. Koh.
14:32:22 22	Q. Okay. How about with any of the other sales	14:35:43 22	Q. Okay. Anyone else?
14:32:24 23	offices, wherever they might be in the world? With all	14:35:53 23	A. This would be the main three persons.
14:32:28 24	these numbers that are offered, do they answer "GHM" or how	14:35:56 24	Q. Who else, if anyone, is in the sales and
14:32:33 25	do they answer?	14:35:59 25	marketing department?
14:32:34 1	A. I have no idea.	14:36:01 1	A. There are.
14:32:35 2	Q. You have no idea. Okay. Who would at GHM?	14:36:02 2	Q. There are. Okay. Because you said earlier
14:32:42 3	A. This would be a question I need to look for	14:36:06 3	that probably people in the sales and marketing department
14:32:44 4	the answer for you. I wouldn't know at this point in time.	14:36:09 4	would have connection with these offices; correct?
14:32:48 5	Q. So you have no idea who at GHM would know how	14:36:13 5	A. Yes.
14:32:55 6	these sales offices answer the phone?	14:36:14 6	Q. So you named three people. Who else -- how
14:32:58 7	A. I have no idea as to who would have	14:36:15 7	many other people are there in the sales and marketing
14:33:03 8	information on how these people answer the phone when you	14:36:17 8	department?
14:33:07 9	call each of these respective numbers.	14:36:19 9	A. Another three or four more.
14:33:11 10	Q. Who's in charge of these sales offices, like	14:36:23 10	Q. Okay. And what are their names and what are
14:33:16 11	connecting, liaising with these sales offices at GHM?	14:36:25 11	their responsibilities?
14:33:26 12	A. There are two levels of contact, one level of	14:36:27 12	A. We have a Ms. Cheryl Siu.
14:33:29 13	which is at the sales and marketing office at the corporate	14:36:34 13	Q. How do you spell that?
14:33:33 14	office in Singapore, another level would be by the property.	14:36:37 14	A. Cheryl, C-h-e-r-y-l, family name is Siu,
14:33:43 15	Q. Okay. And at the corporate office, who would	14:36:41 15	S-i-u.
14:33:46 16	be the person at GHM who would have that level of contact?	14:36:42 16	Q. What does Ms. Siu do?
14:33:57 17	A. I would say there wouldn't be one single	14:36:52 17	A. Cheryl does basically on digital marketing.
14:34:00 18	person. It will be the sales and marketing department at	14:36:55 18	Q. Okay. And she's in touch with these sales
14:34:02 19	the corporate office.	14:36:58 19	offices?
14:34:04 20	Q. Okay. I didn't ask which one person. I said	14:37:11 20	A. Is that a "yes" or "no" answer?
14:34:07 21	who? That is an open question as to who; it could be one or	14:37:13 21	Q. It sounded like a "yes" or "no" question to
14:34:11 22	more people.	14:37:15 22	me.
14:34:12 23	So who at GHM are in the sales and marketing	14:37:16 23	A. Yes.
14:34:16 24	department that might have contact with these different	14:37:18 24	Q. Okay. And there are two or three more people.
14:34:19 25	offices?	14:37:20 25	Who else are they?

14:37:24 1	A. One is Ms. Yvonne Lim.	14:40:45 1	about San Francisco and New York in the United States;
14:37:30 2	Q. Okay. What is her title?	14:40:48 2	correct?
14:37:32 3	A. It's -- she is director of revenue management.	14:40:49 3	A. That's correct.
14:37:37 4	Q. Okay. And what does she do?	14:40:49 4	Q. And so then they are meant to drive awareness
14:37:42 5	A. Revenue management.	14:40:54 5	and sales of GHM managed properties, and you said just now
14:37:44 6	Q. What does that mean?	14:40:59 6	of GHM as well, in the United States in New York and San
14:37:45 7	A. That means she manages revenue for the hotel.	14:41:02 7	Francisco and other parts of the United States?
14:37:51 8	Q. Okay. Can you explain in greater detail what	14:41:08 8	A. I said to drive the awareness of GHM brand and
14:37:54 9	that might mean? Managing revenue doesn't necessarily mean	14:41:14 9	its hotels that it manages in the geographical region that
14:37:59 10	anything in and of itself.	14:41:18 10	they are being located.
14:38:04 11	A. Well, in a nutshell, she -- she helps and she	14:41:20 11	Q. So how would you define the geographical
14:38:10 12	guides the hotel in how to manage their inventory, as to	14:41:22 12	region of the New York sales representative office?
14:38:17 13	maximize the yields that is coming from the inventory.	14:41:34 13	A. Well, I don't define the region.
14:38:20 14	Q. Okay. And she's in touch with the sales	14:41:36 14	Q. I'm asking you. You just said it's in their
14:38:23 15	offices also?	14:41:40 15	geographic market. Earlier you testified to that, did you
14:38:38 16	A. I would not know if she has a direct contact.	14:41:43 16	not?
14:38:41 17	Q. Okay.	14:41:44 17	A. You're asking me to define. I'm saying that
14:38:42 18	A. And there are probably one or two other	14:41:47 18	I don't define the geographic region for -- the example you
14:38:44 19	people.	14:41:52 19	made was New York. I'm saying that I don't define the
14:38:44 20	Q. Who else are they?	14:41:56 20	geographic region.
14:38:49 21	A. One more. Sheladina Joseph, we mentioned her	14:41:58 21	Q. Okay. So you're telling me that they're
14:38:55 22	before.	14:42:01 22	trying to drive sales outside of New York?
14:38:56 23	Q. Remind me again what her job is?	14:42:06 23	A. I don't understand your question.
14:38:59 24	A. She is CRM executive.	14:42:08 24	Q. Well, did you or did you not testify that the
14:39:02 25	Q. So this whole sales and marketing department	14:42:15 25	sales representation offices are meant to increase awareness
14:39:05 1	that you have now identified six or so people, are in charge	14:42:22 1	of the GHM brand and the hotels they manage in their
14:39:09 2	of coordinating with the sales offices throughout the world	14:42:27 2	geographical markets?
14:39:14 3	to maximize sales of GHM managed properties; right?	14:42:30 3	A. Yes, I did.
14:39:18 4	A. Yes.	14:42:31 4	Q. Okay. And the New York sales office is
14:39:19 5	Q. And amongst those offices are two in the	14:42:35 5	located in New York; yes?
14:39:23 6	United States, one in San Francisco and one in New York;	14:42:37 6	A. Yes, it is.
14:39:26 7	right?	14:42:38 7	Q. Okay. So presumably it is then trying to
14:39:26 8	A. Yes.	14:42:42 8	drive the awareness of the GHM brand and the hotels that GHM
14:39:31 9	Q. You had said that these sales offices are	14:42:46 9	manages in the area where it's located; yes?
14:39:37 10	companies that GHM contracts with to drive sales in those	14:42:51 10	A. Yes.
14:39:41 11	particular markets; right?	14:42:52 11	Q. Okay. And I was simply trying to ask what
14:39:44 12	A. Yes.	14:42:56 12	that area is. We definitely know New York; correct?
14:39:45 13	Q. Okay. So that would mean that these two	14:43:02 13	A. That's what I said, in the geographic region
14:39:49 14	offices are -- these two sales offices are responsible for	14:43:04 14	that it's located in.
14:39:54 15	trying to drive sales of GHM managed properties in the	14:43:06 15	Q. Would it cover other parts of the United
14:40:00 16	United States; right?	14:43:08 16	States as well?
14:40:12 17	A. The main activities or the main	14:43:10 17	A. I am not able to answer this question offhand
14:40:14 18	responsibilities of this sales -- not sales offices, I said	14:43:14 18	until I get details of the contract.
14:40:19 19	in one of my testimony earlier on, these are sales	14:43:20 19	Q. Okay. That's another good area to talk about.
14:40:23 20	representation offices -- they are meant to create awareness	14:43:26 20	There are agreements between these sales
14:40:32 21	of GHM group-wide as well as the hotels that they manage.	14:43:28 21	representative offices and GHM; correct?
14:40:38 22	Q. In the particular geographic markets in which	14:43:31 22	A. Yes.
14:40:41 23	they are located; correct?	14:43:31 23	Q. Okay. There are written contracts?
14:40:42 24	A. That's correct.	14:43:37 24	A. Yes.
14:40:43 25	Q. So in these two instances, you're talking	14:43:38 25	MR. TOKE: Okay. I'm going to say that these are

<p>14:43:41 1 clearly relevant, based on GHM's activities in the United</p> <p>14:43:44 2 States. We've asked for them. These were asked for,</p> <p>14:43:50 3 I believe, in 2014, about a year ago, and these documents</p> <p>14:43:54 4 have still not been produced, despite meet and confer</p> <p>14:43:57 5 efforts, and I'm going to once again call for the production</p> <p>14:44:01 6 of these documents and reserve the right again to seek to</p> <p>14:44:06 7 ask to take testimony of GHM again, at GHM's expense, since</p> <p>14:44:11 8 these are now well over a year late.</p> <p>14:44:16 9 MR. SCHWARZ: You've made your statement.</p> <p>14:44:17 10 I understand it. I'm not quite sure what the controversy is</p> <p>14:44:21 11 about that, but we take it under advisement.</p> <p>14:44:24 12 MR. TOKE: Of course. I'm just putting it on the</p> <p>14:44:27 13 record, so it's clear that we're making that objection that</p> <p>14:44:30 14 these were not produced before. Okay.</p> <p>14:44:35 15 Q. A few other questions. Let's see.</p> <p>14:44:43 16 Who in GHM was in charge of the creation of the</p> <p>14:44:45 17 hotels' corporate branding, like the logo identity, prior to</p> <p>14:44:51 18 2008?</p> <p>14:45:00 19 A. Mr. Ohletz.</p> <p>14:45:01 20 Q. Mr. Ohletz. Okay.</p> <p>14:45:04 21 It wasn't Mr. Jenni?</p> <p>14:45:06 22 A. To the best of my knowledge, Mr. Ohletz.</p> <p>14:45:09 23 Q. Who at GHM was in charge of the creation of</p> <p>14:45:11 24 GHM's corporate website that was first published in 2005?</p> <p>14:45:29 25 A. I have no definite knowledge on that.</p>	<p>14:47:59 1 Q. So Ms. Koh works completely and exclusively</p> <p>14:48:02 2 with Mr. Graf on the creation of the GHM magazine?</p> <p>14:48:07 3 A. I'm not comfortable with the word</p> <p>14:48:09 4 "exclusively" or "solely". I know the liaison is between</p> <p>14:48:17 5 them.</p> <p>14:48:17 6 Q. Who does Ms. Koh report to?</p> <p>14:48:21 7 A. Ms. Koh reports to our senior vice-president</p> <p>14:48:25 8 sales and marketing.</p> <p>14:48:27 9 Q. And that's Mr. Koh in this room?</p> <p>14:48:29 10 A. That's Mr. Koh.</p> <p>14:48:31 11 Q. Who does Mr. Koh report to?</p> <p>14:48:33 12 A. Mr. Koh reports to our president, that's</p> <p>14:48:35 13 Mr. Hans Jenni.</p> <p>14:48:40 14 Q. Does Mr. Jenni have any involvement in the</p> <p>14:48:46 15 magazine?</p> <p>14:48:53 16 A. I don't have a direct answer to that.</p> <p>14:48:55 17 Q. You don't have a direct answer. Does that</p> <p>14:48:57 18 mean you don't know?</p> <p>14:48:58 19 A. I don't know.</p> <p>14:48:59 20 Q. There are 15 people in this company; right?</p> <p>14:49:03 21 A. Yes.</p> <p>14:49:06 22 Q. You're all located in Gilstead; is that right?</p> <p>14:49:10 23 A. Yes, we are.</p> <p>14:49:11 24 Q. How big is the office?</p> <p>14:49:18 25 A. How big, as in?</p>
<p>14:45:31 1 Q. Do you have an idea?</p> <p>14:45:33 2 A. No.</p> <p>14:45:34 3 Q. Who at GHM was or is in charge of the creation</p> <p>14:45:40 4 of the GHM magazine?</p> <p>14:46:00 5 A. Our GHM magazine, it's created by this -- I'm</p> <p>14:46:07 6 trying to just recall his name.</p> <p>14:46:32 7 James Graf is our editor for the magazine, so he</p> <p>14:46:37 8 takes care of that.</p> <p>14:46:38 9 Q. Is he a GHM employee?</p> <p>14:46:42 10 A. No, not a direct employee.</p> <p>14:46:45 11 Q. Okay. So I'm actually asking who at GHM is in</p> <p>14:46:48 12 charge then of working with Mr. -- I'm not sure how you</p> <p>14:46:52 13 spell his name. How do you spell it?</p> <p>14:46:57 14 A. Graf, G-r-a-f.</p> <p>14:47:00 15 Q. Okay. What I'm asking is who at GHM is in</p> <p>14:47:03 16 charge or was in charge of working with Mr. Graf for the</p> <p>14:47:07 17 creation and production of the magazine?</p> <p>14:47:10 18 A. I will not know before 2008.</p> <p>14:47:16 19 Q. Okay. How about currently?</p> <p>14:47:42 20 A. To the best of my knowledge currently, the</p> <p>14:47:45 21 liaison work would be between Mr. Graf himself, as well as</p> <p>14:47:50 22 our PR and communications.</p> <p>14:47:52 23 Q. Who is PR and communications?</p> <p>14:47:54 24 A. Ms. Kathryn Koh. I mentioned her name earlier</p> <p>14:47:58 25 on.</p>	<p>14:49:20 1 Q. How many square meters?</p> <p>14:49:33 2 A. I never measured.</p> <p>14:49:34 3 Q. Give me an estimate.</p> <p>14:49:37 4 A. Floor area, 7,000 square feet.</p> <p>14:49:39 5 Q. 7,000 square feet? Okay.</p> <p>14:49:41 6 A. I think about that.</p> <p>14:49:42 7 Q. That's a lot of space. Okay. And do you have</p> <p>14:49:45 8 any regular interaction with the other people, the other 14</p> <p>14:49:48 9 people in the company?</p> <p>14:49:53 10 A. How is regular?</p> <p>14:49:55 11 Q. Every day. Do you talk to other people at the</p> <p>14:49:57 12 office?</p> <p>14:49:59 13 A. If regular means every day, then no.</p> <p>14:50:03 14 Q. You don't talk to other people in your office</p> <p>14:50:05 15 on a daily basis?</p> <p>14:50:08 16 A. Not on a daily basis.</p> <p>14:50:11 17 Q. You just sit in your office and talk to no</p> <p>14:50:14 18 one?</p> <p>14:50:15 19 A. Because I'm not in the office on a daily</p> <p>14:50:18 20 basis.</p> <p>14:50:19 21 Q. Okay. How about the days you're in the</p> <p>14:50:21 22 office?</p> <p>14:50:21 23 A. Yes, I do talk to my colleagues.</p> <p>14:50:24 24 Q. Okay. And you're telling me that you don't</p> <p>14:50:29 25 know if Mr. Jenni has any involvement whatsoever in the</p>

14:50:33 1	creation or production of the magazine?	14:54:52 1	photographs?
14:50:37 2	A. That's what I said.	14:54:54 2	Q. Yes.
14:50:38 3	Q. Okay. How about prior to 2008, you have no	14:55:11 3	A. I would say Ms. Kathryn Koh.
14:50:44 4	idea?	14:55:15 4	Q. Okay. How many properties does GHM currently
14:50:45 5	A. I have no idea.	14:55:28 5	manage?
14:50:47 6	Q. That's again because you weren't at GHM prior	14:55:41 6	A. Six.
14:50:50 7	to 2008?	14:55:42 7	Q. What are they?
14:50:51 8	A. I was not at GHM prior to 2008.	14:55:43 8	A. The Legian, Bali; The Club at the Legian,
14:50:53 9	Q. Yes, that's what I'm saying. Okay.	14:55:48 9	Bali; The Chedi Club, Tanah Gajah; The Chedi Muscat; The Nam
14:51:02 10	Who at GHM was or is in charge of the creation of	14:55:58 10	Hai; the Chedi Andermatt.
14:51:06 11	photography services after 2008 until today -- or 2007,	14:56:03 11	Q. The Chedi?
14:51:13 12	pardon me, until today?	14:56:05 12	A. Andermatt.
14:51:29 13	A. Prior to Mr. Ohletz leaving GHM, he was always	14:56:06 13	Q. Andaman?
14:51:33 14	the one in charge.	14:56:08 14	A. Andermatt.
14:51:35 15	Q. Okay. And after Mr. Ohletz left?	14:56:09 15	Q. How do you spell that?
14:51:38 16	A. After Mr. Ohletz left, I would say it's with	14:56:12 16	A. A-n-d-e-r-m-a-t-t.
14:52:13 17	Ms. Kathryn Koh.	14:56:28 17	Q. You testified earlier that -- I had asked you
14:52:16 18	Q. Who, again, reports directly to Mr. Koh, who's	14:56:31 18	about when GHM's services were terminated by anyone -- that
14:52:19 19	in this room?	14:56:40 19	upon the cessation of that relationship, the hotels had to
14:52:20 20	A. Yes.	14:56:46 20	stop using marketing materials with GHM's marks; right?
14:52:21 21	Q. When any of the currently managed properties	14:56:51 21	A. Yes.
14:52:29 22	are in need of any photography to be done for anything, any	14:56:52 22	Q. So, was there usually any kind of a separation
14:52:33 23	marketing that's going to be done for those properties, who	14:56:56 23	agreement where anything like that -- or was it just
14:52:37 24	determines the subject matter, the style, the angle of the	14:56:59 24	termination and then both parties separated?
14:52:40 25	lighting, etc., for such collateral?	14:57:06 25	A. Usually termination and parties separate.
14:52:46 1	MR. SCHWARZ: You mean at the present time, today?	14:57:10 1	Q. Okay. And so the hotels couldn't use anything
14:52:51 2	MR. TOKE: At the present time. Yes, after 2007.	14:57:15 2	that used GHM marks; right?
14:52:54 3	MR. SCHWARZ: That's not at the present time.	14:57:19 3	A. Yes.
14:52:56 4	MR. TOKE: I'm saying from 2007 to the present	14:57:20 4	Q. And GHM couldn't use anything that had
14:53:00 5	time.	14:57:24 5	intellectual property owned by the hotels; correct?
14:53:01 6	MR. SCHWARZ: That's different. For my benefit,	14:57:41 6	A. I would say no.
14:53:03 7	do you want to read the question back? Because timing is a	14:57:43 7	Q. That is not correct?
14:53:06 8	significant issue in that, so let's just make sure it's	14:57:45 8	A. Yes.
14:53:09 9	clear.	14:57:45 9	Q. How is it not correct?
14:53:10 10	MR. TOKE: Sure.	14:57:47 10	A. Because the agreement says so.
14:53:11 11	MR. SCHWARZ: Do you want to rephrase it or just	14:57:52 11	Q. The agreement says what?
14:53:13 12	read it back.	14:57:56 12	A. The example that you referred me to, if you
14:53:38 13	(Question read back.)	14:57:59 13	were to read it, I do not think it says what you said
14:53:40 14	MR. SCHWARZ: There was no time period.	14:58:06 14	earlier on, in the second part of your question.
14:53:42 15	MR. TOKE: And now I'm putting in the time period	14:58:10 15	Q. Okay. That's what I'm asking you: What do you
14:53:44 16	from 2007 to the present.	14:58:13 16	think it says?
14:53:46 17	MR. SCHWARZ: Okay.	14:58:14 17	A. I think it says that once the hotel is not
14:53:49 18	A. 2007 till the time when Mr. Ohletz was still	14:58:19 18	managed by us, the hotels are not to use collaterals that
14:53:55 19	with GHM, Mr. Ohletz would be the person.	14:58:24 19	has GHM marks on it.
14:54:02 20	BY MR. TOKE:	14:58:27 20	Q. We are agreed, yes. I agree, that's what
14:54:02 21	Q. Okay. And when did Mr. Ohletz leave GHM?	14:58:30 21	I said, that's the first part of what I said.
14:54:17 22	A. I don't have the actual date. I would	14:58:32 22	So, as soon as that separation occurs, the hotels
14:54:20 23	estimate it to be some time in 2010.	14:58:34 23	can no longer use any collateral that has the GHM mark on
14:54:32 24	Q. Okay. And then after Mr. Ohletz left?	14:58:39 24	it; correct?
14:54:51 25	A. This is in relation to the taking of the	14:58:40 25	A. Yes.

<p>14:58:41 1 Q. Okay. And I said, and then the other side is,</p> <p>14:58:44 2 because there's a separation, GHM can't use any materials</p> <p>14:58:48 3 that are owned by the hotels; correct?</p> <p>14:58:54 4 A. That is the part that I say I'm not sure.</p> <p>14:58:58 5 I don't know whether this is correct or not correct.</p> <p>14:59:00 6 Q. Okay. You don't know?</p> <p>14:59:01 7 A. I don't know.</p> <p>14:59:02 8 Q. Okay. Where would that be determined? Would</p> <p>14:59:08 9 it be -- it would be in the contract; right?</p> <p>14:59:24 10 A. If I may take a look at the same example that</p> <p>14:59:28 11 we were referring to?</p> <p>14:59:30 12 Q. Of course, please.</p> <p>15:01:04 13 Okay. You've read the document. Has that</p> <p>15:01:07 14 refreshed your recollection or clarified anything for you?</p> <p>15:01:11 15 A. No, I think it clarifies the fact that what we</p> <p>15:01:15 16 mentioned in the first part of your question is correct and</p> <p>15:01:18 17 it is what it says.</p> <p>15:01:20 18 Q. And what about the second part of the</p> <p>15:01:22 19 question? The first part was the hotels can no longer use</p> <p>15:01:27 20 any materials that include the GHM marks. We agreed on</p> <p>15:01:29 21 that; okay?</p> <p>15:01:31 22 A. Yes.</p> <p>15:01:32 23 Q. What about the second part, that GHM cannot</p> <p>15:01:34 24 use anything that is owned by the hotels; correct?</p> <p>15:01:52 25 A. Yes.</p>	<p>15:07:33 1 MR. SCHWARZ: That means that the attorneys gave</p> <p>15:07:35 2 it to him.</p> <p>15:07:37 3 BY MR. TOKE:</p> <p>15:07:37 4 Q. That means that Mr. Schwarz gave this to my</p> <p>15:07:41 5 office. Okay?</p> <p>15:07:43 6 So -- claiming it to be documents that GHM has</p> <p>15:07:46 7 that are responsive to requests for documents that we have</p> <p>15:07:51 8 served on GHM.</p> <p>15:07:53 9 MR. SCHWARZ: No, that's not correct.</p> <p>15:07:55 10 MR. TOKE: Okay.</p> <p>15:07:56 11 MR. SCHWARZ: It was under -- we were able to get</p> <p>15:07:58 12 this but this did not come from GHM. I'm telling you, as</p> <p>15:08:02 13 the lawyer, that it did not come from GHM's office. It came</p> <p>15:08:06 14 directly from, I guess it's QBE, through the Setai. So I'm</p> <p>15:08:14 15 not sure if this document was ever in the possession of GHM</p> <p>15:08:19 16 here. Obviously there are named insured.</p> <p>15:08:24 17 So I don't know if this document was in fact in</p> <p>15:08:27 18 the office of GHM. But we were able to get it because it's</p> <p>15:08:33 19 something that we were entitled to get.</p> <p>15:08:36 20 MR. TOKE: Okay.</p> <p>15:08:44 21 Q. But you said you've seen a copy of an</p> <p>15:08:47 22 insurance policy to the Setai before; correct?</p> <p>15:08:49 23 A. Yes.</p> <p>15:08:50 24 Q. Approximately when?</p> <p>15:09:09 25 A. Maybe like a year ago.</p>
<p>15:01:53 1 Q. Okay.</p> <p>15:03:20 2 I would like to mark the next document as the next</p> <p>15:03:27 3 exhibit in order, which is 41.</p> <p>15:03:56 4 (Exhibit 41 marked for identification)</p> <p>15:04:00 5 While I'm getting the copy for your counsel, you</p> <p>15:04:04 6 can start looking at the document, please.</p> <p>15:05:15 7 Ms. Chng, what I've marked as exhibit 41 is a</p> <p>15:05:24 8 document that's Bates numbered GHM 00804 all the way to GHM</p> <p>15:05:32 9 00954. Have you seen this document before?</p> <p>15:06:41 10 A. I've seen a similar one. I'm not sure if this</p> <p>15:06:44 11 is the one.</p> <p>15:06:46 12 Q. Okay. What have you seen? You said a similar</p> <p>15:06:49 13 one.</p> <p>15:06:50 14 A. As in the format and the way it looked. If</p> <p>15:06:55 15 your questions extend to the word and the content, I need to</p> <p>15:07:00 16 look at it.</p> <p>15:07:01 17 Q. I understand. But we can agree that this is</p> <p>15:07:06 18 an insurance policy issued to the Setai in Miami; correct?</p> <p>15:07:11 19 A. Yes.</p> <p>15:07:12 20 Q. Okay. And so you've seen an insurance policy</p> <p>15:07:17 21 issued to the Setai Miami before?</p> <p>15:07:21 22 A. Yes.</p> <p>15:07:22 23 Q. I can represent that this is a document that</p> <p>15:07:24 24 was produced by GHM in this litigation to us last week.</p> <p>15:07:32 25 So --</p>	<p>15:09:10 1 Q. A year ago? Okay.</p> <p>15:09:38 2 Let's go to page 00807. It says "Common Policy</p> <p>15:09:48 3 Declarations". Do you see in the first box at the bottom</p> <p>15:09:53 4 where it says "Policy Period"?</p> <p>15:09:56 5 A. Yes.</p> <p>15:09:57 6 Q. "From 9/24/2010 to 9/24/2011". Is this -- was</p> <p>15:10:08 7 the policy that you looked at for the same period of time?</p> <p>15:10:11 8 A. I cannot confirm.</p> <p>15:10:13 9 Q. You can't confirm that. Okay.</p> <p>15:10:14 10 What made you look at a Setai insurance policy a</p> <p>15:10:18 11 year ago?</p> <p>15:10:48 12 A. I can't recall exactly why I would take a look</p> <p>15:10:51 13 at the insurance policy, but I've seen this document before.</p> <p>15:10:56 14 Q. Do you regularly look at insurance policies of</p> <p>15:11:00 15 the hotels under GHM management?</p> <p>15:11:05 16 A. Yes.</p> <p>15:11:06 17 Q. You do? Okay.</p> <p>15:11:09 18 And is it a requirement from all of the GHM</p> <p>15:11:12 19 managed hotels to have an insurance policy in place?</p> <p>15:11:18 20 A. Yes.</p> <p>15:11:19 21 Q. And do -- are the hotel properties required to</p> <p>15:11:23 22 name GHM as a named insured to those properties -- pardon</p> <p>15:11:34 23 me, to those policies?</p> <p>15:11:54 24 A. I do not know exactly. Most of these</p> <p>15:11:56 25 insurance policies are prior to me joining, so they were</p>

15:12:00 1 already there.	15:15:49 1 Q. Where would that be reflected?
15:12:01 2 Q. Okay. But you're familiar with all the	15:15:52 2 A. I believe the GHM (South Beach) would be the
15:12:03 3 agreements; right?	15:15:56 3 entity that is with the Setai, and GHM USA LLC owns GHM
15:12:04 4 A. Yes.	15:16:05 4 (South Beach).
15:12:05 5 Q. We talked about that. Okay.	15:16:07 5 Q. Okay. So the contract between -- with the
15:12:08 6 Do those agreements require the properties to have	15:16:11 6 Setai for GHM's management services is actually between GHM
15:12:11 7 insurance in place that also names GHM as an additional	15:16:16 7 (South Beach), LLC and whoever the Setai owners are? Is
15:12:15 8 insured?	15:16:23 8 that what you're saying?
15:12:16 9 A. Yes.	15:16:25 9 A. I believe so.
15:12:17 10 Q. Okay. That's what I was asking.	15:16:26 10 Q. Okay. And then GHM (South Beach) is a
15:12:19 11 And this policy does that too; correct? For	15:16:29 11 wholly-owned subsidiary of GHM USA LLC?
15:12:23 12 example, if you look at GHM 00809, it's a document called	15:16:35 12 A. Yes.
15:12:34 13 "Named Insured Extension Schedule". Do you see that?	15:16:40 13 Q. And, of course, General Hotel Management Ltd.
15:12:39 14 A. Yes.	15:16:45 14 is the main GHM entity; correct?
15:12:40 15 Q. It names GHM (South Beach), LLC. Also, a	15:16:51 15 A. Yes.
15:12:45 16 little bit further down it puts down GHM Management and	15:16:54 16 Q. And do you understand that GHM is being
15:12:50 17 General Hotel Management Ltd. Are all those GHM related	15:16:58 17 defended in this lawsuit pursuant to this insurance policy?
15:12:55 18 properties -- I mean companies?	15:17:13 18 MR. SCHWARZ: Objection to the form, but you can
15:13:04 19 A. Yes. GHM Management may not be the full name	15:17:22 19 answer. It's okay, you can answer it.
15:13:07 20 of the legal entity.	15:17:24 20 A. Yes.
15:13:09 21 Q. It might not actually be a legal entity. Is	15:17:25 21 BY MR. TOKE:
15:13:13 22 that what you're saying?	15:17:26 22 Q. How did you form that understanding?
15:13:34 23 It's a "yes" or "no" question.	15:18:10 23 A. Just bear with me for a minute. I'm just
15:13:43 24 A. No.	15:18:13 24 trying to think where did I find that understanding.
15:13:45 25 Q. Okay. So it is the name of a legal entity?	15:18:52 25 I was told by our attorney.
15:14:07 1 What I'm asking: Is there a company called GHM	15:18:54 1 Q. Okay. I don't necessarily need to know any
15:14:12 2 Management? Does that exist, that you're aware of?	15:18:57 2 more about that. But okay.
15:14:22 3 A. No.	15:19:01 3 I'm not asking for any attorney/client privileged
15:14:23 4 Q. Okay. How about GHM (South Beach), LLC?	15:19:05 4 material.
15:14:27 5 A. Yes.	15:19:12 5 You said all of the other GHM managed properties
15:14:28 6 Q. Okay. So that's another subsidiary that you	15:19:15 6 are required under their contracts with GHM to have
15:14:30 7 didn't name before; correct?	15:19:18 7 insurance policies that name GHM as additional insureds or
15:14:34 8 MR. SCHWARZ: Objection. Objection. I don't	15:19:24 8 an additional insured; correct?
15:14:36 9 think that's correct.	15:19:26 9 A. Yes.
15:14:38 10 MR. TOKE: I don't think she named it. But that's	15:19:26 10 Q. Are there any other insurance policies that
15:14:41 11 okay, I'm not --	15:19:31 11 exist for any of the properties that are subject to these
15:14:43 12 MR. SCHWARZ: I think she did. I think that's one	15:19:33 12 agreements that would apply to the claims against GHM in
15:14:45 13 of the contracts. But whatever.	15:19:41 13 this case?
15:14:48 14 BY MR. TOKE:	15:20:10 14 A. I do not know of any.
15:14:49 15 Q. Because I think you testified earlier that it	15:20:12 15 Q. Okay. So does that mean that there are no
15:14:52 16 was GHM USA LLC that had the contract with the Setai; right?	15:20:15 16 other insurance policies that have been issued to any of
15:15:06 17 A. I believe so.	15:20:19 17 these other hotels, besides the Setai, that name GHM as an
15:15:07 18 Q. Okay. But you're now telling me that GHM	15:20:24 18 additional insured?
15:15:10 19 (South Beach), LLC -- and South Beach is in parentheses --	15:20:59 19 A. Would you mind reading out the question again?
15:15:15 20 is an existing company?	15:21:15 20 (Question read back.)
15:15:18 21 A. It is.	15:21:33 21 A. Sorry, the question before.
15:15:18 22 Q. Okay. And do you believe that GHM (South	15:21:36 22 (Question read back.)
15:15:21 23 Beach), LLC has some connection to the Setai?	15:21:52 23 A. Like I said, I do not know of any.
15:15:44 24 A. There would have been a connection between GHM	15:21:56 24 Q. And then my second question, which you didn't
15:15:46 25 (South Beach) and the Setai.	15:21:58 25 answer -- you can read the question again one more time,

<p>15:22:01 1 please.</p> <p>15:22:19 2 (Question read back.)</p> <p>15:22:22 3 A. I need to clarify. In the first question, you</p> <p>15:22:26 4 said in particular to this case, and in the second question</p> <p>15:22:30 5 you did not say in particular to this case. So I want to</p> <p>15:22:35 6 know whether it's particular to this case or in general.</p> <p>15:22:40 7 Q. Well, the first question was: Are you aware --</p> <p>15:22:44 8 that's right, that's correct.</p> <p>15:22:46 9 The first question was, we know that this policy</p> <p>15:22:50 10 that we're talking about was issued to the Setai and it</p> <p>15:22:54 11 names GHM as an additional insured; right?</p> <p>15:22:57 12 A. Yes.</p> <p>15:22:58 13 Q. And I asked: Are there any other insurance</p> <p>15:23:02 14 policies issued to any of the other hotels besides the Setai</p> <p>15:23:07 15 that name GHM as an additional insured, regardless, not to</p> <p>15:23:13 16 do anything with this case? We know this one exists. Are</p> <p>15:23:16 17 there any insurance policies for any of the other hotels</p> <p>15:23:20 18 that name GHM as an additional insured? And you said, "No."</p> <p>15:23:28 19 A. I'd like to clarify that. I said "No" to any</p> <p>15:23:32 20 other insurance policies that I know of that is relevant to</p> <p>15:23:37 21 this case. If I understood the first question I think the</p> <p>15:23:43 22 key word is "relevant to this case", in the first question.</p> <p>15:23:47 23 Q. That wasn't my question, no. My question was</p> <p>15:23:50 24 broader than that.</p> <p>15:23:51 25 My question was: Are there any other policies,</p>	<p>15:25:15 1 misinterpreted what she said with respect to the first and</p> <p>15:25:18 2 second question.</p> <p>15:25:19 3 Just to try to clear it up, I think the answer is</p> <p>15:25:21 4 very clear that there were no other insurance policies that</p> <p>15:25:27 5 would have pertained to the claims in this particular case.</p> <p>15:25:32 6 That's what she was referring to. Am I correct?</p> <p>15:25:37 7 A. Yes, because I -- I heard the words "in this</p> <p>15:25:43 8 case", unless I kind of like misunderstood. That's why</p> <p>15:25:48 9 I requested for you to read.</p> <p>15:25:51 10 MR. TOKE: I think that was my second question.</p> <p>15:25:53 11 But okay.</p> <p>15:25:53 12 MR. SCHWARZ: No, it wasn't actually. The second</p> <p>15:25:55 13 question was the broader one.</p> <p>15:25:57 14 MR. TOKE: No, the second question --</p> <p>15:25:58 15 MR. SCHWARZ: Okay, then let's not confuse each</p> <p>15:25:59 16 other. If you want to start all over again, rather than</p> <p>15:26:03 17 have a fight.</p> <p>15:26:04 18 BY MR. TOKE:</p> <p>15:26:04 19 Q. Okay. So the first question is broad. It</p> <p>15:26:06 20 doesn't have anything to do with this case, it's just about</p> <p>15:26:11 21 insurance.</p> <p>15:26:12 22 So, besides this policy here, is there any other</p> <p>15:26:16 23 insurance policy issued to any of these other hotel</p> <p>15:26:19 24 properties that names GHM as an additional insured?</p> <p>15:26:22 25 A. I have no definite answer.</p>
<p>15:23:54 1 period, that have been issued to any of these other hotels,</p> <p>15:24:01 2 besides the Setai, that name GHM as an additional insured?</p> <p>15:24:06 3 Period.</p> <p>15:24:07 4 A. Is this your first question or your second</p> <p>15:24:09 5 question?</p> <p>15:24:12 6 Q. I can reread this again. But I will rephrase</p> <p>15:24:16 7 it, I will ask it one more time. I do not think there's</p> <p>15:24:20 8 anything unclear about this question.</p> <p>15:24:22 9 Besides this policy here issued to the Setai, is</p> <p>15:24:26 10 there any insurance policy issued to any of the other hotels</p> <p>15:24:30 11 covered by these agreements that names GHM as an additional</p> <p>15:24:36 12 insured?</p> <p>15:24:37 13 A. I do not have a definite answer.</p> <p>15:24:39 14 Q. Okay. So when you said earlier that "No,"</p> <p>15:24:44 15 that was an incorrect answer?</p> <p>15:24:46 16 A. Because in your first question you said "in</p> <p>15:24:50 17 relevant to this case".</p> <p>15:24:51 18 Q. I didn't.</p> <p>15:24:52 19 A. And in your rephrased question, you said "in</p> <p>15:24:55 20 broad sense". Unless I misunderstood the question. That's</p> <p>15:24:59 21 why I requested a rereading of the question. And if you</p> <p>15:25:02 22 would, please, repeat that question again.</p> <p>15:25:05 23 MR. SCHWARZ: I'm just going to object, because</p> <p>15:25:07 24 you made a mistake when you said that she -- what she said.</p> <p>15:25:12 25 Her answers were exactly correct. I think you</p>	<p>15:26:25 1 Q. Okay. And that's fine. Okay.</p> <p>15:26:28 2 Next question, which is narrower, which is: As to</p> <p>15:26:32 3 the claims made against GHM in this case, then are you</p> <p>15:26:40 4 telling me that you are aware of no policy issued to any of</p> <p>15:26:45 5 these hotels, besides the Setai, that would cover any of the</p> <p>15:26:51 6 claims made against GHM in this case?</p> <p>15:26:57 7 A. That's correct.</p> <p>15:26:58 8 Q. Okay. So you're aware of no other policy.</p> <p>15:27:00 9 Fine. That's all I was asking.</p> <p>15:27:07 10 Let's stop for a moment and start again.</p> <p>15:27:12 11 Can we take a five-minute break.</p> <p>15:27:19 12 VIDEOGRAPHER: This marks the end of tape number 4</p> <p>15:27:21 13 in the deposition of Monica Chng. The time is 3:27 p.m.</p> <p>15:27:27 14 (3:27 p.m.)</p> <p>15:27:29 15 (Recess taken.)</p> <p>15:27:27 16 (3:48 p.m.)</p> <p>15:47:59 17 VIDEOGRAPHER: Back on the record. Here begins</p> <p>15:48:02 18 tape number 5 in the deposition of Monica Chng. The time is</p> <p>15:48:07 19 3:48 p.m.</p> <p>15:48:14 20 BY MR. TOKE:</p> <p>15:48:15 21 Q. Ms. Chng, we're back on the record. Earlier</p> <p>15:48:28 22 on in your testimony today you talked about the people that</p> <p>15:48:31 23 are still at GHM that were at GHM at the time that Wave was</p> <p>15:48:40 24 providing marketing collateral for various GHM managed</p> <p>15:48:44 25 properties between 2000 and 2007.</p>

15:48:46 1 Do you remember that testimony?	15:52:46 1 document?
15:48:49 2 A. Yes. I would like just to add a little.	15:52:51 2 A. I can't remember. Some time ago.
15:48:52 3 I said they were there before 2007 but I'm not sure if it's	15:52:56 3 Q. Before this litigation began? The last couple
15:48:58 4 2000 to 2007.	15:53:01 4 of years?
15:48:59 5 Q. Understood. I'm not saying that they were	15:53:04 5 A. Yes, that would be.
15:49:01 6 there that entire period, but at some point between 2000 and	15:53:06 6 Q. Okay. Can you characterize, do you have a
15:49:07 7 2007 they were there?	15:53:12 7 recollection of what this litigation was about?
15:49:08 8 A. Yes.	15:53:21 8 A. This was about Wave Studio Pte Ltd asking for
15:49:09 9 Q. Okay. I'm just asking if you remember that	15:53:28 9 payment.
15:49:11 10 testimony.	15:53:30 10 Q. Payment of what?
15:49:12 11 You testified that, for example, Ms. Sheladina	15:53:34 11 A. Payment of what they believe that GHM
15:49:17 12 Joseph, the CRM executive, probably didn't have much	15:53:38 12 Singapore owes to them.
15:49:21 13 interaction with Wave, if any; correct?	15:53:41 13 Q. Okay. And for what did they -- for what
15:49:26 14 A. Yes.	15:53:48 14 service or goods did Wave Studio Pte Ltd claim GHM Singapore
15:49:31 15 Q. You also testified that you thought Mr. Jenni,	15:53:53 15 Pte Ltd owed them?
15:49:35 16 the president of GHM, also probably didn't have very much	15:53:57 16 A. This is like four and a half years ago. I do
15:49:39 17 contact with Wave; is that correct?	15:54:00 17 not recollect details like that. In broad sense, they came
15:49:42 18 A. That's correct.	15:54:06 18 to us claiming monies that they think we owe to them.
15:49:42 19 Q. How about Pamela Tan?	15:54:11 19 Q. And did GHM believe that it owed that money to
15:49:48 20 A. It would be minimal.	15:54:14 20 the Wave?
15:49:49 21 Q. Alvin Fong?	15:54:17 21 A. Again, going to details of how this was being
15:49:52 22 A. Minimal.	15:54:21 22 settled or why it's arise and how it was settled, I have no
15:49:53 23 Q. Probably really minimal because he was the	15:54:25 23 full recollection of the details.
15:49:57 24 assistant to Pamela Tan. If Pamela Tan didn't have much	15:54:28 24 Q. Right. My question was much more narrow.
15:50:03 25 contact with Wave, Mr. Fong, her assistant, probably had	15:54:31 25 Could you repeat that question, please?
15:50:07 1 even less; is that right?	15:54:41 1 (Question read back.)
15:50:08 2 A. Reasonable to say that.	15:54:43 2 A. Like I said, I don't recollect details to
15:50:10 3 Q. Reasonable. Right. How about Kendall Oei?	15:54:45 3 that.
15:50:14 4 A. I can't make an answer to that because he --	15:54:46 4 Q. So you don't recall whether GHM agreed or
15:50:17 5 I mean, he didn't overlap in time.	15:54:50 5 disagreed with the Wave as to whether it owed the money?
15:50:25 6 Q. Okay. Okay. How about Mr. Ohletz?	15:54:53 6 A. The question was whether we believed we owed
15:50:36 7 A. He's the primary person that works with Wave.	15:54:55 7 the money. It wasn't whether we agreed we owed the money.
15:50:39 8 Q. Okay. So with Kendall, Mr. Oei, you just	15:55:00 8 Q. Right.
15:50:44 9 don't know?	15:55:01 9 A. To agree or not agree, I believe the
15:50:44 10 A. I don't know.	15:55:04 10 settlement agreement reached was signed dated on 6 April,
15:50:46 11 (Exhibit 42 marked for identification)	15:55:09 11 says it all.
15:50:49 12 Q. Okay. I would like to mark next in order --	15:55:14 12 Q. Okay. Well let's use the word "agree".
15:51:13 13 Ms. Chng, what's been marked as exhibit 42 is a document	15:55:17 13 Did GHM agree that it owed the money that Wave
15:52:09 14 entitled "Settlement Agreement" between The Wave Studio	15:55:21 14 claimed to Wave?
15:52:15 15 Pte Ltd and General Hotel Management (Singapore) Pte Ltd.	15:55:33 15 A. If my recollection is correct, I don't think
15:52:19 16 Do you see this document?	15:55:36 16 we agree. That's why a defense was filed. Mediation was
15:52:21 17 A. Yes.	15:55:43 17 carried out. A settlement agreement arose from that.
15:52:21 18 Q. Are you familiar with this document?	15:55:52 18 Q. Okay. That's fine. And this is that
15:52:23 19 A. Yes.	15:55:55 19 settlement agreement?
15:52:24 20 Q. How are you familiar with this document?	15:55:56 20 A. This is it. Probably looks like it.
15:52:33 21 A. I was with GHM at this time.	15:56:05 21 Q. Well, let's see.
15:52:37 22 Q. Okay. Were you involved in the negotiation of	15:56:12 22 If you look at the last page, which is Bates
15:52:39 23 this document on behalf of GHM?	15:56:14 23 labeled GHM 01177, there is a signature on behalf of GHM.
15:52:41 24 A. Yes.	15:56:20 24 Do you recognize this signature?
15:52:44 25 Q. When was the last time you reviewed this	15:56:22 25 A. Yes, of course.

15:56:23 1	Q. Whose is it?	15:59:19 1	A. "MC Suit No. 14699 means the proceedings
15:56:24 2	A. That's me.	15:59:22 2	commenced in the Subordinate Courts, Singapore by way of MC
15:56:25 3	Q. That's you. Okay. So, you did sign this	15:59:26 3	Suit No. 14699 of 2010/V relating to Wave's invoice nos.
15:56:27 4	agreement?	15:59:34 4	90524, 90694, 90746, 90750, 90751, 90747, 90711, 90714,
15:56:28 5	A. I did.	15:59:50 5	90722, 90530, 90666 and 90709 ..."
15:56:29 6	Q. Okay. Now, let's look at the agreement.	16:00:03 6	Q. Okay. So we can agree that MC Suit 14699,
15:56:49 7	Let's look at the page labeled page 1, which is Bates	16:00:07 7	which led to this settlement agreement, covered these
15:56:53 8	labeled GHM 01172. It says:	16:00:10 8	invoices that Wave was seeking payment for; correct?
15:56:59 9	"THIS SETTLEMENT AGREEMENT is made on the 6th day	16:00:14 9	A. Yes.
15:57:01 10	of April 2011.	16:00:14 10	Q. Okay. Let's look at "Dispute". Please read
15:57:02 11	BETWEEN:	16:00:18 11	the definition of "Dispute", which is right under the
15:57:03 12	(1) The Wave Studio Pte Ltd ...	16:00:21 12	definition of MC Suit No. 14699?
15:57:04 13	AND	16:00:24 13	A. "Dispute means the disputes set out in MC Suit
15:57:05 14	GENERAL HOTEL MANAGEMENT (SINGAPORE) PTE LTD ..."	16:00:26 14	No. 14699 relating to and/or arising from the non-payment of
15:57:11 15	Let's take a look at the whereas clauses. It	16:00:34 15	invoices issued by Wave in the course of the business
15:57:15 16	says:	16:00:42 16	relationship between GHM and Wave which remain outstanding
15:57:17 17	"(A) Wave and GHM have had a business	16:00:45 17	as at 9 June 2010."
15:57:19 18	relationship in which disputes have arisen."	16:00:48 18	Q. Okay. So can we agree the dispute then means
15:57:22 19	Agreed?	16:00:53 19	the dispute between GHM and Wave for nonpayment of invoices
15:57:23 20	A. Yes.	16:00:57 20	that are listed in the definition of MC Suit No. 14699?
15:57:24 21	Q. Okay:	16:01:11 21	A. I'm reading off the agreement. So that's what
15:57:26 22	"(B) On or about 9 June 2010, Wave commenced the	16:01:14 22	it says there.
15:57:30 23	legal proceedings in MC Suit No. 14699 of 2010/V [which is	16:01:15 23	Q. That's what it says; correct?
15:57:38 24	defined as MC Suit No. 14699] in relation to certain	16:01:16 24	A. Mm-hm.
15:57:43 25	invoices issued by Wave to GHM for the sums of S\$35,850.00	16:01:17 25	Q. So, it says the dispute is limited to the
15:57:49 1	and US\$12,618.01, interest on the said sums and interest on	16:01:19 1	invoices that are listed in the definition of MC Suit
15:58:01 2	the sum of S\$4,230.00 which GHM had made payment for on	16:01:25 2	No. 14699; correct?
15:58:07 3	21 July 2009 except the interest accrued on such sum since	16:01:30 3	A. I'm not sure if it's limited to, but it says
15:58:13 4	its accrual."	16:01:33 4	what it says there.
15:58:15 5	Accurate that I read that correctly; yes?	16:01:34 5	Q. Okay. What is your understanding of what
15:58:16 6	A. You have read that correctly.	16:01:35 6	"Dispute" means, then?
15:58:18 7	Q. "GHM has filed a defense to MC Suit No.	16:01:37 7	A. Exactly what I've read out.
15:58:21 8	14699."	16:01:41 8	Q. Okay. I'm asking you to interpret it for me
15:58:22 9	Correct?	16:01:44 9	so that you can tell me, because you're telling -- the way
15:58:25 10	A. A defense to the MC Suit No. 14699.	16:01:48 10	I read this, it tells me that the dispute that is the
15:58:29 11	Q. Yes, a defense to MC Suit No. 14699.	16:01:51 11	subject of this settlement agreement is the dispute between
15:58:34 12	Finally, the whereas clause (D):	16:01:56 12	GHM and Wave as to what's set forth in MC Suit No. 14699,
15:58:36 13	"Parties are desirous of settling MC Suit No.	16:02:06 13	which is limited to the invoices listed in the definition to
15:58:40 14	14699 and the Dispute in accordance with and subject to the	16:02:11 14	MC Suit No. 14699. That's the way I read this. Do you read
15:58:44 15	terms and conditions set out in this Settlement Agreement,	16:02:15 15	it the same way?
15:58:45 16	and without admission of liability."	16:02:18 16	A. I read it the same way, with the exception
15:58:48 17	Correct?	16:02:21 17	I don't read the word "limited" anywhere.
15:58:50 18	A. Yes, correct.	16:02:24 18	Q. I didn't say that. I'm just saying that
15:58:52 19	Q. Okay. Let's take a look at -- can you read on	16:02:26 19	I understand these two definitions together to mean that
15:58:58 20	page 2, Bates labeled GHM 01173, what is the definition of	16:02:33 20	"Dispute" is limited to the dispute between GHM and Wave set
15:59:05 21	MC Suit No. 14699?	16:02:40 21	forth in MC Suit No. 14699, which covers only the invoices
15:59:11 22	MR. SCHWARZ: I'm sorry, where is it?	16:02:48 22	listed in the definition of MC Suit No. 14699.
15:59:14 23	MR. TOKE: At the top of the page.	16:02:54 23	MR. SCHWARZ: Objection. There's no question.
15:59:16 24	MR. SCHWARZ: Okay.	16:02:55 24	You haven't stated a question.
15:59:17 25	MR. TOKE: You can read that, please.	16:02:59 25	MR. TOKE: Read it back, please.

16:03:27 1	(Question read back.)	16:06:49 1	Well, actually, I'll rephrase that.
16:03:30 2	BY MR. TOKE:	16:06:51 2	What is your understanding of what section 2.2
16:03:30 3	Q. With my reading of this, do you understand	16:06:53 3	says?
16:03:33 4	these two definitions to mean how I read them?	16:06:59 4	A. My understanding of 2.2 says that this
16:03:40 5	MR. SCHWARZ: Objection to the form of the	16:07:06 5	settlement is full and final settlement. That's what 2.2
16:03:41 6	question. You can answer it if you want.	16:07:12 6	tells me.
16:03:47 7	A. The way I understood these two paragraphs,	16:07:13 7	Q. Between GHM and Wave, in full and final
16:03:50 8	these definitions of both "MC Suit No. 14699" and "Dispute"	16:07:20 8	settlement of MC Suit No. 14699; correct?
16:03:55 9	is exactly what I read out. MC Suit 14699 is related to	16:07:24 9	A. Yes.
16:04:05 10	invoices numbers whatever is listed there.	16:07:25 10	Q. And, as we've looked at, the definition of MC
16:04:08 11	BY MR. TOKE:	16:07:29 11	Suit 14699 is the proceedings commenced for -- relating to
16:04:08 12	Q. And the dispute?	16:07:35 12	Wave's invoices set forth here?
16:04:09 13	A. "Dispute" means the dispute set out in the	16:07:38 13	A. Yes.
16:04:12 14	aforesaid paragraph in relation to nonpayment of the	16:07:40 14	Q. Okay. So 2.2 confirms that this settlement
16:04:15 15	invoices that were issued by Wave and still outstanding as	16:07:46 15	embodied by this agreement is to cover those invoices listed
16:04:19 16	at 9 June 2010.	16:07:52 16	in the definition of Suit 14699; correct?
16:04:21 17	Q. Right. And those invoices are the ones listed	16:08:05 17	A. I would rephrase it.
16:04:24 18	in MC Suit No. 14699; correct?	16:08:06 18	Q. Okay.
16:04:29 19	A. Correct.	16:08:07 19	A. That 2.2 is full and final settlement of the
16:04:42 20	Q. Let's go to -- let's read.	16:08:11 20	invoices listed in MC Suit No. 14699.
16:04:58 21	You just said that's correct, which is reinforced	16:08:15 21	Q. Okay. And that's all that's covered by this
16:05:00 22	by section 2.2, if you'll take a look at that, on GHM 01174.	16:08:18 22	settlement agreement. Correct?
16:05:09 23	MR. SCHWARZ: I'm going to object. You're just	16:08:26 23	MR. SCHWARZ: Objection, calls for a legal
16:05:12 24	categorizing things. You're not asking questions.	16:08:28 24	conclusion. But you can answer.
16:05:16 25	MR. TOKE: I was about to.	25	
16:05:18 1	MR. SCHWARZ: But you shouldn't then -- objection	16:08:31 1	BY MR. TOKE:
16:05:21 2	to the form of the question. You're making an introductory	16:08:32 2	Q. That's your understanding of what section 2.2
16:05:25 3	assessment that's not part of the question. It's unfair.	16:08:34 3	means?
16:05:29 4	MR. TOKE: Fair enough. Let's take a look at	16:08:35 4	A. To the best of my understanding, yes.
16:05:30 5	section 2.2.	16:08:46 5	Q. Let's look at paragraph 5 on page 3 of Bates
16:05:32 6	"Both Wave and GHM confirm and agree that this is	16:08:50 6	label GHM 01174, which is entitled "Entire Agreement".
16:05:33 7	a full and final settlement of MC Suit No. 14699 each	16:09:04 7	"This Settlement Agreement contains the entire
16:05:34 8	between them and that there are no other outstanding	16:09:06 8	agreement between the Parties as to their subject matter and
16:05:37 9	invoices due and owing by GHM to Wave as of 9 June 2010."	16:09:09 9	any previous agreements, understandings and negotiations on
16:05:43 10	Do you see that paragraph?	16:09:12 10	that subject matter cease to have any effect."
16:05:44 11	A. Yes.	16:09:15 11	So this is the only document to deal with the
16:05:45 12	Q. And I read that accurately; correct?	16:09:17 12	settlement of MC Suit No. 14699; isn't that correct?
16:05:46 13	A. Yes.	16:09:26 13	A. Yes, to the best of my knowledge, yes.
16:05:47 14	Q. So, again, when you look at the definition of	16:09:52 14	Q. Let's look at section 2.1 on page 2, which is
16:05:49 15	"Dispute", it says that the dispute is the dispute set out	16:09:56 15	Bates labeled GHM 01173.
16:05:54 16	between the two parties in MC Suit No. 14699 relating to	16:10:00 16	A. Okay.
16:06:00 17	invoices that remain outstanding as of June 9, 2010.	16:10:02 17	Q. You agreed, before I asked my question about
16:06:06 18	So, all I'm saying is that reinforces what you had	16:10:05 18	2.1, that GHM made some payments, the payment of money, to
16:06:10 19	already said is correct, that the dispute is limited to	16:10:13 19	Wave in settlement of this case; correct?
16:06:13 20	those invoices set forth in MC Suit No. 14699 and which are	16:10:24 20	A. Yes.
16:06:20 21	set forth specifically in the definition of MC Suit No.	16:10:25 21	Q. And that's the settlement amount that's set
16:06:26 22	14699; correct?	16:10:27 22	forth, that's mentioned in section 2.1 and defined in
16:06:28 23	A. I don't get your question.	16:10:34 23	section 1.1? Yes?
16:06:29 24	Q. That's okay. Never mind. It's okay.	16:10:51 24	A. I didn't get the question.
16:06:32 25	I can -- I'll rephrase it. But we'll get there.	16:10:52 25	Q. That's okay. I'll rephrase it.

<p>16:10:55 1 So if you look in section 1.1, we can agree that</p> <p>16:11:02 2 GHM paid some money to settle this case; correct?</p> <p>16:11:05 3 A. Yes.</p> <p>16:11:06 4 Q. And that settlement amount, the amount that</p> <p>16:11:08 5 was paid, is defined in section 1.1, where it says</p> <p>16:11:12 6 "Settlement Amount", is that correct? You can read the</p> <p>16:11:17 7 section to confirm.</p> <p>16:11:18 8 A. "Settlement Amount means the aggregated sum of</p> <p>16:11:22 9 \$28,055.16 and US\$13,898.37 to be paid by GHM to Wave in</p> <p>16:11:32 10 accordance with the terms of this Settlement Agreement."</p> <p>16:11:36 11 Q. Okay. So that's the amount that GHM paid to</p> <p>16:11:39 12 settle the case; right?</p> <p>16:11:40 13 A. Yes.</p> <p>16:11:41 14 Q. Okay. So now let's look at 2.1:</p> <p>16:11:45 15 "In consideration of the payment of the Settlement</p> <p>16:11:47 16 Amount [the amount that GHM paid to settle the case] by GHM</p> <p>16:11:50 17 to Wave, Wave, with effect from and subject to Completion</p> <p>16:11:55 18 [which is defined and we can talk about more in a moment],</p> <p>16:11:58 19 and not otherwise, unconditionally and irrevocably waives,</p> <p>16:12:04 20 releases and discharges GHM from all Claims in the Dispute</p> <p>16:12:07 21 and MC Suit No. 14699."</p> <p>16:12:12 22 Do you see that?</p> <p>16:12:14 23 A. Yes.</p> <p>16:12:15 24 Q. What did this -- so this paragraph means that</p> <p>16:12:19 25 in exchange for the settlement amount, Wave releases and</p>	<p>16:16:28 1 A. That the hotels paid Wave for the job and they</p> <p>16:16:37 2 have the copyright.</p> <p>16:16:41 3 Q. And did anyone -- you weren't there at GHM</p> <p>16:16:45 4 when Wave was working with these hotels managed by GHM;</p> <p>16:16:50 5 correct?</p> <p>16:16:56 6 A. I was not with GHM prior to June 2008.</p> <p>16:17:00 7 Q. Right. And I can represent to you that by</p> <p>16:17:05 8 2007 Wave was no longer doing any work for any of the</p> <p>16:17:09 9 properties managed that are covered in these agreements</p> <p>16:17:15 10 here. I can make that representation to you.</p> <p>16:17:17 11 So, I'll ask again: You were not at GHM when Wave</p> <p>16:17:23 12 was working with these properties in providing various</p> <p>16:17:28 13 marketing collateral; correct?</p> <p>16:17:30 14 A. That's correct.</p> <p>16:17:30 15 Q. Okay. So you must have come up with this</p> <p>16:17:35 16 understanding that the hotels own the copyrights to these</p> <p>16:17:39 17 photographs some time after Wave stopped working for these</p> <p>16:17:44 18 hotels; correct?</p> <p>16:17:44 19 A. Yes.</p> <p>16:17:45 20 Q. Okay. About when did you gain that</p> <p>16:17:48 21 understanding?</p> <p>16:18:41 22 A. I would like to say that I've always had that</p> <p>16:18:45 23 understanding.</p> <p>16:18:46 24 Q. So, from the moment you got to GHM in June</p> <p>16:18:48 25 2008 you understood that the hotels owned the copyrights to</p>
<p>16:12:30 1 discharges GHM from any claims in the dispute as defined in</p> <p>16:12:37 2 the agreement and MC Suit No. 14699 as defined in the</p> <p>16:12:42 3 agreement; correct?</p> <p>16:12:43 4 A. Yes.</p> <p>16:12:43 5 Q. And that means that Wave is waiving, releasing</p> <p>16:12:47 6 and discharging any claims against GHM with regard to</p> <p>16:12:53 7 nonpayment of the invoices listed in MC Suit No. 14699;</p> <p>16:12:58 8 correct?</p> <p>16:12:59 9 A. Yes.</p> <p>16:13:15 10 Q. Is there anything else that you believe that</p> <p>16:13:17 11 this release covers, besides the dispute as it's defined,</p> <p>16:13:26 12 which only covers the invoices listed in MC Suit No. 14699?</p> <p>16:13:34 13 A. I don't understand your question.</p> <p>16:13:35 14 Q. I'm just asking. So the only thing covered by</p> <p>16:13:40 15 paragraph 2.1 are claims against GHM for nonpayment of the</p> <p>16:13:46 16 invoices listed in MC suit 14699. That's the only thing</p> <p>16:13:50 17 that's covered by paragraph 2.1; correct?</p> <p>16:14:28 18 A. Yes.</p> <p>16:15:43 19 Q. You testified earlier that it was your</p> <p>16:15:46 20 understanding that the ownership of the copyrights to any</p> <p>16:15:52 21 photographs that were created by Wave with respect to any of</p> <p>16:15:56 22 the properties covered by the agreements here were owned by</p> <p>16:16:01 23 the hotels themselves; correct?</p> <p>16:16:03 24 A. Yes.</p> <p>16:16:05 25 Q. Where did you form that understanding?</p>	<p>16:18:55 1 the photographs that Wave created for use in marketing</p> <p>16:19:01 2 collateral for these properties?</p> <p>16:19:02 3 A. I'd like to rephrase that.</p> <p>16:19:05 4 Q. Okay.</p> <p>16:19:08 5 A. Any time after my joining of GHM, through</p> <p>16:19:14 6 books records, through interaction on a daily basis, if I'm</p> <p>16:19:18 7 in the office with my colleagues, I have the understanding</p> <p>16:19:24 8 that the work produced for the hotel paid by the hotel is</p> <p>16:19:31 9 owned by the hotel.</p> <p>16:19:32 10 Q. So that's from the time that you got to GHM to</p> <p>16:19:37 11 the present?</p> <p>16:19:40 12 A. I'm not sure if you are talking about the</p> <p>16:19:43 13 present as in your question, because you said Wave, and Wave</p> <p>16:19:47 14 is not present in my books now.</p> <p>16:19:51 15 Q. That was not my question. I was asking about</p> <p>16:19:54 16 Wave before. Let's reread my question, please.</p> <p>16:20:03 17 (Question read back.)</p> <p>16:20:07 18 BY MR. TOKE:</p> <p>16:20:07 19 Q. Let me rephrase the question.</p> <p>16:20:09 20 So, from the time that you got to GHM in June 2008</p> <p>16:20:12 21 to the present, you understand, or you understood, that any</p> <p>16:20:24 22 photographs or marketing materials created for any of the</p> <p>16:20:27 23 hotels managed by GHM but paid for by the hotels is owned by</p> <p>16:20:31 24 the hotels?</p> <p>16:20:32 25 A. I would like to clarify.</p>

16:20:33 1 Q. Okay.	16:24:22 1 any of the photographs that were used in marketing materials
16:20:34 2 A. Earlier you said, was it photos or was it	16:24:26 2 for the hotels managed by GHM in this case?
16:20:38 3 marketing materials?	16:24:32 3 A. The hotels paid for it. My understanding is
16:20:40 4 Q. In this question I asked both. But is it	16:24:35 4 that they owned the copyright to it.
16:20:43 5 different for the two?	16:24:37 5 Q. I understand that. I asked, where did you get
16:20:44 6 A. I just want to clarify.	16:24:40 6 that understanding? Did you just -- where did you get that
16:20:47 7 Q. In this question I asked for both. Because	16:24:44 7 understanding, other than from a lawyer?
16:20:52 8 your answer before, you did not -- you did not limit it to	16:25:03 8 A. I think I said before, from talking with my
16:20:56 9 photographs. You said if the hotels paid for it and it was	16:25:06 9 peers.
16:21:05 10 made for the hotels, it's owned by the hotel. So I was just	16:25:08 10 Q. Okay. So, your peers gave you that
16:21:09 11 mirroring what you said.	16:25:11 11 understanding, that the photographs that Wave created for
16:21:10 12 If you're telling me that the rule is different in	16:25:16 12 use in marketing materials for these various hotels were
16:21:13 13 your understanding between photographs and other marketing	16:25:20 13 owned by the hotels?
16:21:16 14 materials, I'd like to know that.	16:25:31 14 A. Yes.
16:21:26 15 A. Can I ask for a read-out of the question,	16:25:32 15 Q. Who told you that?
16:21:29 16 please.	16:25:45 16 A. Mr. Ohletz.
16:22:06 17 (Question read back.)	16:25:46 17 Q. So Mr. Ohletz told you. Okay.
16:22:38 18 A. So I go back to this question where you ask,	16:26:04 18 When did Mr. Ohletz tell you that?
16:22:41 19 you are asking about the photographs that was made by Wave	16:26:29 19 A. I don't have a specific timing as to when he
16:22:44 20 that are used in marketing collaterals. That's where then	16:26:33 20 told me that. The understanding is such.
16:22:48 21 I said that it's the hotel who paid for it and hence it's my	16:26:37 21 Q. Okay. You have no specific understanding.
16:22:54 22 understanding that they owned the copyright. So I just want	16:26:42 22 Give me an approximate.
16:22:57 23 to set the record correct, that you did not -- that the	16:27:16 23 A. I would say during the course of my work, any
16:23:00 24 first question which I gave my answer, it was specific to	16:27:18 24 time after I'm with GHM.
16:23:03 25 photographs.	16:27:20 25 Q. Okay. And Mr. Ohletz left GHM in about 2010;
16:23:04 1 Q. Okay, that's fine. But I can ask whatever	16:27:23 1 correct?
16:23:08 2 question I want. So I was asking beyond that. But okay.	16:27:25 2 A. I can't remember the exact time. I said
16:23:12 3 So, let's -- so your understanding was that the	16:27:28 3 before, I believe it's in 2010.
16:23:16 4 photographs created by Wave that were used in marketing	16:27:32 4 Q. Okay. Let's say it's in 2010.
16:23:21 5 collateral for the various hotels involved here, managed by	16:27:37 5 So, you're telling me that Mr. Ohletz told you on
16:23:25 6 GHM, were owned by the hotels themselves?	16:27:41 6 some occasion between June 2008 when you joined GHM and some
16:23:32 7 A. The photographs?	16:27:51 7 time in 2010 when he left GHM, some time in that one and a
16:23:33 8 Q. Yes.	16:27:57 8 half year to two-year period, he told you that the ownership
16:23:34 9 A. Yes.	16:28:02 9 of the copyrights to the photographs created by Wave for use
16:23:35 10 Q. Okay. And what is the basis for that	16:28:07 10 in marketing collateral with various properties, hotel
16:23:38 11 understanding?	16:28:11 11 properties, involved in this lawsuit were owned by the
16:23:40 12 MR. SCHWARZ: I'm going to object for	16:28:14 12 hotels?
16:23:42 13 attorney/client privilege to anything that you discussed	16:28:16 13 MR. SCHWARZ: Objection. That's not what she
16:23:43 14 with lawyers, you can't talk about.	16:28:19 14 said. You have totally mischaracterized her specific
16:23:47 15 MR. TOKE: She can if she wants.	16:28:22 15 testimony.
16:23:50 16 MR. SCHWARZ: Right. And I'm instructing you not	16:28:23 16 MR. TOKE: I'm asking her if that's what she said.
16:23:53 17 to.	16:28:28 17 MR. SCHWARZ: Oh. Then I object to the form of
16:23:55 18 MR. TOKE: Okay. And that's noted on the record;	16:28:30 18 the question. It's an improper question to ask somebody to
16:23:59 19 right?	16:28:34 19 repeat what they said. If you're really interested in it,
16:24:02 20 COURT REPORTER: Yes.	16:28:38 20 then you should ask the reporter to read back what she said.
16:24:04 21 BY MR. TOKE:	16:28:42 21 MR. TOKE: Read back what she said? No, I'm
16:24:05 22 Q. Okay. Go ahead.	16:28:44 22 trying to clarify. I'm trying to understand what you said.
16:24:06 23 Other than what an attorney might have told you in	16:28:47 23
16:24:09 24 terms of advice, where did you get the understanding that	16:28:48 24 Q. Am I correct in saying that what you've
16:24:16 25 Wave -- pardon me, that the hotels owned the copyrights to	16:28:50 25 testified now is that some time between the time that you

16:28:53 1	got to GHM in June 2008 and the time that Mr. Ohletz left	16:31:58 1	Q. Okay. Was there any -- were there documents
16:28:57 2	GHM in 2010, Mr. Ohletz told you that the copyright to the	16:32:08 2	that they talked to you about, that supported that view?
16:29:06 3	photographs used in marketing collateral for these various	16:32:24 3	A. I can't recall offhand.
16:29:10 4	hotel properties managed by GHM that were created by Wave	16:32:26 4	Q. Have you reviewed any of the contractual
16:29:15 5	were owned by the hotels?	16:32:32 5	documents related to the photographs that Wave created for
16:29:27 6	A. That was not exactly what I said.	16:32:37 6	use in marketing collateral for these various hotels?
16:29:29 7	Q. Okay. What did you say?	16:32:46 7	A. I wasn't there.
16:29:30 8	A. I said the understanding was from talking to	16:32:47 8	Q. Different question. Can you read back the
16:29:32 9	the people I worked with.	16:32:49 9	question, please?
16:29:34 10	Q. Right. And you testified that that person was	16:33:01 10	(Question read back.)
16:29:36 11	Mr. Ohletz.	16:33:04 11	A. What contractual documents?
16:29:38 12	A. Yes.	16:33:07 12	Q. Well, let's go -- let's break that down.
16:29:39 13	Q. Okay.	16:33:10 13	Do you have any understanding of what contractual
16:29:41 14	MR. SCHWARZ: I object to the form. She didn't	16:33:14 14	documents or what documents at all exist between Wave and
16:29:43 15	say only Mr. Ohletz.	16:33:18 15	the hotels or GHM related to any of the photographs that
16:29:45 16	MR. TOKE: That's fine.	16:33:23 16	were created by Wave for any of the hotels?
16:29:47 17	Q. Were there any other people? I tell you what,	16:33:34 17	A. Could you read the question?
16:29:50 18	let's do that. Why don't you list all the people, all the	16:33:52 18	(Question read back.)
16:29:53 19	peers of yours, that have told you that understanding, that	16:34:07 19	I know there is a production estimate.
16:29:58 20	the hotels own the copyrights to the photographs created by	16:34:11 20	Q. Okay. So there's a production estimate.
16:30:00 21	Wave?	16:34:13 21	Would there usually be an invoice after that?
16:30:02 22	A. No, I don't think this is a possible question	16:34:23 22	A. I'm not sure if it's after that or whatever
16:30:05 23	to answer because I don't walk around making a list of names	16:34:29 23	point in time. To answer your point, I've seen invoices
16:30:13 24	and subject titles of what people tell me over the past	16:34:33 24	from Wave, we spoke about that.
16:30:19 25	eight years.	16:34:37 25	Q. Okay. So there would be the production
16:30:20 1	So I made it clear that it's during the course of	16:34:39 1	estimate, there would be an invoice at some point. Any
16:30:23 2	my work that I had this understanding and one main person	16:34:42 2	other documents that would relate to the creation of
16:30:30 3	who has given me the understanding -- I did not say he told	16:34:46 3	photographs that would be used in marketing collateral for
16:30:34 4	me -- is Mr. Ohletz. But to answer your question, I do not	16:34:49 4	the hotels?
16:30:41 5	make a list of names and topics, subjects, of what people	16:34:58 5	A. I'm not sure.
16:30:49 6	tell me, talk to me, over the past eight years that I'm with	16:34:59 6	Q. You don't know?
16:30:53 7	GHM.	16:35:01 7	A. I'm not sure.
16:30:54 8	Q. Okay.	16:35:03 8	Q. What I'm saying is, do you know? If you don't
16:30:55 9	A. Henceforth, I do not think I have an answer to	16:35:05 9	know, that's okay, say you don't know.
16:30:59 10	the second part of your question.	16:35:09 10	A. I don't know.
16:31:01 11	Q. So your testimony is that at some point, from	16:35:10 11	Q. Okay.
16:31:05 12	someone you can't recall, or more than one person at GHM	16:35:12 12	And would you agree that if those documents stated
16:31:12 13	over the course of your seven years there, told you that the	16:35:23 13	something other than the hotels owned the copyrights to the
16:31:17 14	copyrights to Wave's photographs were owned by the hotels,	16:35:27 14	photographs, that that would be contradictory to your
16:31:21 15	but you can't recall whom?	16:35:31 15	understanding that the hotels owned the copyrights to the
16:31:24 16	A. That's incorrect.	16:35:37 16	photographs?
16:31:26 17	Q. Okay.	16:35:40 17	MR. SCHWARZ: Objection to the form of the
16:31:27 18	A. My testimony is that during the course of my	16:35:40 18	question.
16:31:30 19	work, since I started with GHM in 2008, I have the	16:35:41 19	BY MR. TOKE:
16:31:37 20	understanding from my interaction with my peers that I have	16:35:42 20	Q. But go ahead.
16:31:44 21	this understanding.	16:35:43 21	A. I don't think I will be in a position to give
16:31:46 22	Q. That the hotels own the copyrights to the	16:35:44 22	an answer to that, given that I'm not there when the
16:31:52 23	photographs created by Wave that were used in the marketing	16:35:48 23	document is created.
16:31:55 24	materials for these various hotel properties?	16:35:49 24	Q. Okay. So you can't -- you don't know really
16:31:57 25	A. Yes.	16:35:52 25	because you weren't there?

16:35:56 1	A. I said I cannot cast an opinion because I was	16:39:47 1	MR. TOKE: That's your --
16:35:59 2	not there when the document was created.	16:39:47 2	Q. But what I'm asking is, I'm asking
16:36:01 3	Q. Okay. So, let's go back to you testified that	16:39:51 3	specifically with Wave. You have testified that over the
16:36:05 4	over the time that you've been at GHM you somehow came to	16:39:53 4	course of your period of time in interactions with your
16:36:11 5	the conclusion or understanding that the copyright to the	16:39:56 5	peers that you came to understand that the copyrights to the
16:36:14 6	photographs created by Wave were owned by the hotels, but	16:39:59 6	photographs created by Wave for use in marketing collaterals
16:36:22 7	you can't recall exactly who might have told you that, with	16:40:05 7	with these hotels were owned by the hotels.
16:36:28 8	the exception of Mr. Ohletz, correct?	16:40:09 8	MR. SCHWARZ: Now, I'm going to object because
16:36:31 9	MR. SCHWARZ: Or the lawyers.	16:40:10 9	this is the problem with saying that this is her testimony.
16:36:32 10	MR. TOKE: Or the lawyers. The lawyers. That's	16:40:13 10	That actually wasn't her testimony. You kept repeating, is
16:36:34 11	fine.	16:40:17 11	this your testimony? So she said she had the understanding
16:36:36 12	A. I did not say I was told that by anybody.	16:40:21 12	that if the hotels pay for it, they own it. You then said,
16:36:42 13	Q. Sure you did. You said Mr. Ohletz told you,	16:40:25 13	is it your testimony that Wave -- that the photographs that
16:36:44 14	because I asked you which of your peers would have told you	16:40:29 14	Wave took were owned by the hotels because Mr. Ohletz said
16:36:47 15	that, and you said Mr. Ohletz.	16:40:33 15	so, which was different. So you can't --
16:36:49 16	A. I said, in the course of my work since	16:40:36 16	MR. TOKE: Okay. So, Howard, when I object on
16:36:52 17	I joined in 2008, they were in the course of my work and my	16:40:38 17	this basis and you shut me down and you tell me that I'm
16:36:54 18	interaction with my peers, this is the understanding that	16:40:42 18	just asking a question, I'm going to do the same thing.
16:37:00 19	I get.	16:40:45 19	MR. SCHWARZ: But you're not asking a question.
16:37:01 20	Q. Right. But you must have gotten it somehow,	16:40:47 20	You're characterizing -- I never said a witness testified to
16:37:03 21	right? Because no one is going to look at you in the eye	16:40:50 21	something. You're saying her testimony was something.
16:37:07 22	and not say anything and you somehow understand this.	16:40:52 22	I have no problem if you ask her the direct question, but
16:37:10 23	Right? There's got to be some sort of communication that	16:40:57 23	you are characterizing her testimony, which is why the
16:37:17 24	tells you that, right?	16:40:59 24	questions become very convoluted and difficult.
16:37:20 25	MR. SCHWARZ: Objection. That was four questions.	16:41:03 25	I'm not interrupting, I don't want to slow you
16:37:22 1	BY MR. TOKE:	16:41:07 1	down. Just do what you want to do.
16:37:22 2	Q. There's got to be some form of communication	16:41:10 2	MR. TOKE: I'm trying to ask a question. But
16:37:24 3	between your peers and you to convey that understanding;	16:41:12 3	okay.
16:37:28 4	correct?	16:41:13 4	Q. Again, I'm just trying to understand where you
16:37:57 5	A. Like I said, in the interaction during the	16:41:16 5	came to the understanding about the ownership of the
16:38:01 6	course of work, I derived that understanding.	16:41:17 6	copyrights to the Wave photographs, from whom?
16:38:05 7	Q. Right. So, by interaction, what do you mean	16:41:39 7	A. I'm just trying to think about your original
16:38:07 8	by interaction? People saying stuff to you; right?	16:41:42 8	question when you asked about --
16:38:26 9	A. Interaction could be someone saying stuff to	16:41:43 9	Q. Forget about that. I'm asking a new question
16:38:29 10	me, but not limited to just that.	16:41:46 10	right now. Don't think about any of the other questions.
16:38:32 11	Q. What else could it be?	16:41:49 11	I'm asking you a new question right now. That question is:
16:38:34 12	A. It was in the course of my work.	16:41:52 12	Please read it.
16:38:36 13	Q. What else could it be?	16:42:05 13	(Question read back.)
16:39:04 14	A. No, like I said, they paid for the photos, so	16:42:24 14	A. Again, I'm saying from the course of my work
16:39:08 15	they have the right to use the photos.	16:42:26 15	I have derived this understanding, what I've said before.
16:39:12 16	Q. So -- right, I understand that you've said	16:42:33 16	Q. So there are a few possible ways -- let's see.
16:39:16 17	that. But there's an underlying understanding of if you pay	16:42:37 17	You testified -- you mentioned Mr. Ohletz by name earlier
16:39:23 18	for the photos you have the right to the photos, that you	16:42:41 18	with regard to this understanding; correct?
16:39:26 19	own the copyrights to the photos. Where did that	16:42:44 19	A. Yes.
16:39:29 20	understanding come from?	16:42:44 20	Q. Okay. So what did Mr. Ohletz tell you that
16:39:32 21	MR. SCHWARZ: I think she -- objection. She said	16:42:49 21	gave you this understanding?
16:39:35 22	if you pay for it you own it. I don't know how many times	16:42:55 22	A. This is a difficult question because I don't
16:39:40 23	she can say that.	16:42:57 23	walk around with a pen and a pad to write down every single
16:39:42 24	MR. TOKE: She's not said that. I mean --	16:43:02 24	word everyone speaks to me, at least during the day.
16:39:44 25	MR. SCHWARZ: She's said it 10 times.	16:43:07 25	Q. No, I understand that. I'm just asking

<p>16:43:12 1 generally, what did he say?</p> <p>16:43:14 2 A. I can't tell you generally what did he say.</p> <p>16:43:17 3 I can only tell you that this is the understanding -- your</p> <p>16:43:20 4 question was where did I get the understanding. My</p> <p>16:43:23 5 understanding is during the course of my work and my</p> <p>16:43:26 6 interaction with my peers.</p> <p>16:43:28 7 Q. So you said that Mr. Ohletz --</p> <p>16:43:31 8 MR. SCHWARZ: I don't think she was finished.</p> <p>16:43:33 9 MR. TOKE: Oh. Go ahead.</p> <p>16:43:34 10 A. To ask me what did Mr. Ohletz tell me, I have</p> <p>16:43:39 11 no answer to that.</p> <p>16:43:42 12 Q. He must have said something to give you that</p> <p>16:43:44 13 understanding; right?</p> <p>16:43:50 14 A. Yes and no, because I don't walk around with a</p> <p>16:43:54 15 pen and a pad, so to tell you exactly what he said to give</p> <p>16:43:59 16 me that understanding, I have no answer at this moment for</p> <p>16:44:03 17 you.</p> <p>16:44:03 18 Q. Okay. But he said something to you that gave</p> <p>16:44:06 19 you that understanding; right?</p> <p>16:44:08 20 A. I wouldn't say yes to that.</p> <p>16:44:10 21 Q. So, somehow Mr. Ohletz conveyed to you that</p> <p>16:44:16 22 the copyright to these Wave photographs was owned by the</p> <p>16:44:19 23 hotels, but you have no way to characterize or summarize or</p> <p>16:44:30 24 even remember what had happened. Is that what you're</p> <p>16:44:34 25 telling me?</p>	<p>16:46:50 1 A. I didn't say anything to say that it came up.</p> <p>16:46:53 2 Q. Fine. But I'm asking you now: Did it?</p> <p>16:46:56 3 A. You need to rephrase your question. I'm not</p> <p>16:46:58 4 understanding it.</p> <p>16:46:59 5 Q. Can you read back the question?</p> <p>16:47:43 6 (Question read back.)</p> <p>16:47:48 7 Q. So I'm asking you: Did it come up?</p> <p>16:48:19 8 A. I just didn't understand what is "come up"?</p> <p>16:48:26 9 Q. You don't understand what "come up" means?</p> <p>16:48:30 10 A. Well, I understand in English terms.</p> <p>16:48:33 11 Q. Then --</p> <p>16:48:35 12 A. But I don't understand --</p> <p>16:48:36 13 Q. -- it's an English question.</p> <p>16:48:39 14 A. -- why would it mean like how the question or</p> <p>16:48:42 15 the ownership, whatever the question was, come up?</p> <p>16:48:45 16 Q. I'm asking you: How did the occasion to talk</p> <p>16:48:48 17 about the ownership of the copyrights to photographs created</p> <p>16:48:51 18 by Wave for use in marketing collaterals with these hotels</p> <p>16:48:56 19 come up, since you've been at GHM from 2008 to the present?</p> <p>16:49:00 20 How did it come up?</p> <p>16:49:03 21 A. That wasn't the question. The question was --</p> <p>16:49:10 22 Q. Go ahead.</p> <p>16:49:49 23 (Question read back.)</p> <p>16:49:49 24 A. No, before that, sorry.</p> <p>16:49:49 25 (Question read back.)</p>
<p>16:44:36 1 MR. SCHWARZ: Objection to the form of the</p> <p>16:44:37 2 question. It had multiple parts to it. It's an improper</p> <p>16:44:39 3 question.</p> <p>16:44:41 4 BY MR. TOKE:</p> <p>16:44:41 5 Q. Go ahead, answer the question.</p> <p>16:44:44 6 A. It's a long question. Would you repeat?</p> <p>16:45:05 7 MR. TOKE: Go ahead, read it back.</p> <p>16:45:07 8 (Question read back.)</p> <p>16:45:49 9 A. No, I don't understand how you want me to</p> <p>16:45:52 10 categorize an understanding.</p> <p>16:45:54 11 Q. I'm just trying to understand how you got the</p> <p>16:45:57 12 understanding.</p> <p>16:45:57 13 A. I said that a lot of times already.</p> <p>16:46:00 14 Q. Right. In this completely vague penumbral</p> <p>16:46:04 15 way, "I have no idea." Let's --</p> <p>16:46:09 16 MR. SCHWARZ: Okay. I'm objecting to that.</p> <p>16:46:11 17 That's arguing with her. It's improper.</p> <p>16:46:14 18 MR. TOKE: Fine. I'm withdrawing that.</p> <p>16:46:17 19 Q. Why would ownership of the copyright to</p> <p>16:46:18 20 photographs created by Wave come up from the time that you</p> <p>16:46:25 21 were at Wave -- pardon me, at GHM, to the present, since</p> <p>16:46:29 22 Wave stopped doing work for these hotels in 2007?</p> <p>16:46:40 23 A. I'm not sure at any point in time saying that</p> <p>16:46:45 24 it came up.</p> <p>16:46:47 25 Q. So you're telling me -- well, did it come up?</p>	<p>16:49:52 1 A. Then the next question was more specific.</p> <p>16:49:55 2 Q. Let's have you answer that question.</p> <p>16:49:56 3 A. I answered that already.</p> <p>16:49:58 4 Q. I'd like you to answer it again.</p> <p>16:50:00 5 A. I said at any point in time I didn't recall me</p> <p>16:50:05 6 saying that the ownership question came up.</p> <p>16:50:06 7 Q. Well, that's fine. But now you've also</p> <p>16:50:10 8 testified that through these interactions with your peers</p> <p>16:50:14 9 you understand that the copyright to the photographs created</p> <p>16:50:19 10 by Wave that were used in the collateral for these hotels</p> <p>16:50:22 11 was owned by the hotels; you came up -- somehow, with these</p> <p>16:50:26 12 interactions, you came to that understanding; right?</p> <p>16:50:29 13 A. Yes.</p> <p>16:50:30 14 Q. So, okay. But you can't remember what those</p> <p>16:50:32 15 interactions were or who told you that; correct?</p> <p>16:50:45 16 A. Okay, I'm getting a little bit confused</p> <p>16:50:48 17 here --</p> <p>16:50:49 18 Q. I'm not sure why. But okay.</p> <p>16:50:51 19 A. -- because I have a few questions that you</p> <p>16:50:54 20 asked and I feel it's a little bit jumbled.</p> <p>16:50:58 21 Q. Sorry. I'm trying to come at it from a lot of</p> <p>16:51:01 22 different angles because I'm trying to understand how you</p> <p>16:51:05 23 understand this. Let's break it down a little bit more.</p> <p>16:51:08 24 Okay.</p> <p>16:51:08 25 You agreed that you've testified that you somehow</p>

16:51:11 1 got the understanding from your peers that the copyrights to
 16:51:15 2 Wave's photographs was owned by the hotels?
 16:51:18 3 A. Yes.
 16:51:19 4 Q. And I'm asking you -- and you can't remember
 16:51:24 5 who told you; right?
 16:51:34 6 A. You reminded me that I mentioned Ralf Ohletz.
 16:51:38 7 All I said was I didn't walk around with a pen and a pad so
 16:51:43 8 I wasn't able to tell you exactly what he told me.
 16:51:46 9 Q. Okay. So you do remember that at some point
 16:51:50 10 Mr. Ohletz told you something that would convey to you this
 16:51:54 11 understanding; right?
 16:51:55 12 A. Yes.
 16:51:56 13 Q. Okay. So how did that topic of the ownership
 16:52:02 14 of the copyrights to Wave's photographs come up?
 16:52:09 15 A. Like I said, I did not recall saying that this
 16:52:14 16 subject matter come up.
 16:52:16 17 Q. So he just told you out of the blue?
 16:52:21 18 A. I said, during the course of my work.
 16:52:25 19 Q. Right. So during the course of your work
 16:52:28 20 there must have been some reason in the course of your work
 16:52:32 21 that this was a relevant topic.
 16:52:35 22 MR. SCHWARZ: Okay. I'm going to object. We have
 16:52:37 23 been doing this for half an hour now, and I think you're
 16:52:41 24 harassing the witness. She's answered the question to the
 16:52:43 25 best of her ability and I'm going to --

16:53:49 1 You're entitled to jog her memory if she says she doesn't
 16:53:53 2 remember. She didn't say she didn't remember, she testified
 16:53:56 3 exactly to what she said. I'm not going to recategorize it.
 16:54:01 4 So, if you want to ask her another question on another
 16:54:04 5 topic, go ahead.
 16:54:06 6 MR. TOKE: No. What I'm saying is -- now we've
 16:54:09 7 established, we're making some progress actually, because
 16:54:10 8 you've now testified that --
 16:54:11 9 MR. SCHWARZ: Is that a question? You can't make
 16:54:14 10 a speech to the witness. You can ask her a question.
 16:54:17 11 MR. TOKE: I am asking her a question.
 16:54:21 12 MR. SCHWARZ: But that's a speech, that's not a
 16:54:23 13 question.
 16:54:24 14 MR. TOKE: I understand. But we are not at trial.
 16:54:26 15 We are not -- what I'm trying to do is create a premise that
 16:54:27 16 that will be the basis for my question. I'm just trying to
 16:54:29 17 recap where we are, because this witness is going to tell me
 16:54:30 18 that she's confused. So what I'm trying to do --
 16:54:35 19 So, now, what you've told me is that Mr. Ohletz --
 16:54:37 20 you gleaned this understanding about the ownership of the
 16:54:40 21 copyrights to Wave's photographs from Mr. Ohletz in the
 16:54:43 22 course of your working at GHM.
 16:54:46 23 And I'm asking: Why would this information be
 16:54:54 24 relevant to your work at GHM, since Wave stopped doing these
 16:54:59 25 photographs for the hotels in 2007?

16:52:48 1 MR. TOKE: She has said nothing.
 16:52:51 2 MR. SCHWARZ: That's not true. You don't like the
 16:52:52 3 answer but she's answered every question you gave her.
 16:52:57 4 MR. TOKE: Okay.
 16:52:57 5 MR. SCHWARZ: You can ask her one more question if
 16:52:59 6 you want, but I'm saying that I think you are absolutely
 16:53:02 7 harassing the witness at this point and I'm objecting to
 16:53:05 8 continuing to harass her.
 16:53:09 9 MR. TOKE: I disagree with the characterization
 16:53:10 10 that I'm harassing her. I'm allowed to try to jog her
 16:53:14 11 memory. I'm coming at it from a number of different angles
 16:53:19 12 and I'm allowed to do that. So --
 16:53:24 13 MR. SCHWARZ: She didn't -- you just said you're
 16:53:25 14 trying to jog --
 16:53:28 15 MR. TOKE: If you're going to put an objection on
 16:53:30 16 the record, please do, or if you're going to instruct the
 16:53:33 17 witness, fine. But I'm going to ask some questions and you
 16:53:36 18 can deal with them as you will in a succinct manner. That's
 16:53:41 19 it.
 16:53:42 20 MR. SCHWARZ: No, no, you can't say, "That's it."
 16:53:42 21 You've had a discussion with me and you made a statement and
 16:53:45 22 so I'm now entitled to respond to it.
 16:53:47 23 MR. TOKE: Okay.
 16:53:48 24 MR. SCHWARZ: And I'm saying that she answered the
 16:53:48 25 question. You said that you're entitled to jog her memory.

16:55:04 1 MR. SCHWARZ: Objection to the form of the
 16:55:06 2 question. If you want to answer it, you can answer it.
 16:55:10 3 A. Before I answer your question, while you guys
 16:55:12 4 were talking, I was actually trying to interrupt for a
 16:55:16 5 ladies' room break. I don't know whether -- can I go for my
 16:55:19 6 break and then come back to answer your question?
 16:55:23 7 Q. There is actually a question pending to you,
 16:55:23 8 so you have to answer that question, and then you can go.
 16:55:57 9 A. Okay. Fine. So the question again?
 16:55:57 10 Q. Please read it.
 16:56:00 11 (Question read back.)
 16:56:02 12 A. I think it's the same question in a different
 16:56:04 13 form.
 16:56:08 14 Q. So, please answer the question.
 16:56:10 15 A. During the course of my work.
 16:56:13 16 Q. But you don't recall why it came up?
 16:56:20 17 A. I can't recall as to specifically why and in
 16:56:23 18 what situation it came up.
 16:56:26 19 Q. You can't -- do I understand what you're
 16:56:29 20 saying: You're saying that you can't recall specifically why
 16:56:33 21 it came up?
 16:56:34 22 A. As to why it came up.
 16:56:36 23 Q. But that it came up at some point?
 16:56:39 24 A. Whether it was what I was thinking as to how
 16:56:42 25 we used the word "it came up", it came up as in, you know,

16:56:49 1	someone walking to my face and saying, whatever, to the	17:10:25 1	informing them that they have been involved in a way on this
16:56:55 2	ownership, or it's during the course of my work.	17:10:35 2	issue.
16:56:59 3	Q. Right. Okay. So, what would be the source of	17:10:37 3	Q. That they have been sued?
16:57:01 4	that information; your peers?	17:10:40 4	A. I can't recall if this is the thing.
16:57:05 5	A. I said, during the course of my work,	17:10:45 5	Q. Does GHM have a contract with VFM/Leonardo?
16:57:07 6	interaction with my peers, one of whom I have named him.	17:10:49 6	A. Not any more.
16:57:12 7	Q. Okay. Go ahead for your break. Let's go off	17:10:50 7	Q. And you are head of legal, so you would know?
16:57:19 8	the record, please.	17:10:57 8	A. I missed that.
16:57:21 9	VIDEOGRAPHER: This marks the end of tape number 5	17:10:59 9	Q. You are head of legal at GHM, so you would
16:57:23 10	in the deposition of Monica Chng.	17:11:01 10	probably know if there was a contract between GHM and
16:57:26 11	Going off the record. The time is 4:57 p.m.	17:11:05 11	VFM/Leonardo?
16:57:33 12	(4:57 p.m.)	17:11:08 12	A. That's fair to say that.
16:57:36 13	(Recess taken.)	17:11:10 13	Q. How about a company called Pegasus, do you
17:08:21 14	(5:08 p.m.)	17:11:12 14	know who Pegasus is?
17:08:27 15	VIDEOGRAPHER: Back on the record. This marks the	17:11:13 15	A. No.
17:08:36 16	beginning of tape number 6 in the deposition of Monica Chng.	17:11:14 16	Q. You've never heard of the name Pegasus? Okay.
17:08:40 17	The time is 5:08 p.m.	17:11:19 17	MR. SCHWARZ: You have to say "No."
17:08:50 18	BY MR. TOKE:	17:11:21 18	A. No. I said "No."
17:08:51 19	Q. Ms. Chng, we are back on the record. Do you	17:11:23 19	BY MR. TOKE:
17:08:53 20	know who VFM/Leonardo is?	17:11:24 20	Q. How about Ice Portal?
17:08:58 21	A. I don't know who they are.	17:11:25 21	A. No.
17:09:02 22	Q. You've heard the name of the company before?	17:11:26 22	Q. How about Saber Holdings?
17:09:05 23	A. Not until this case came up.	17:11:48 23	A. No.
17:09:07 24	Q. Okay. And do you -- okay.	17:11:49 24	Q. You've never heard of that company?
17:09:13 25	So tell me about how you -- what you learned about	17:11:50 25	A. No.
17:09:17 1	VFM/Leonardo since this case came up?	17:11:53 1	Q. Do you have a sense -- let me rephrase that.
17:09:22 2	MR. SCHWARZ: Objection. You can't say anything	17:11:57 2	Do you know who GHM may have given Wave
17:09:24 3	that the lawyers told you.	17:12:05 3	photographs to?
17:09:26 4	MR. TOKE: Of course she can.	17:12:10 4	MR. SCHWARZ: Objection to the form of the
17:09:28 5	MR. SCHWARZ: I'm instructing you that you are	17:12:11 5	question. That's assuming facts that you haven't
17:09:31 6	entitled to invoke the attorney/client privilege and that	17:12:14 6	established yet.
17:09:33 7	you should do so if the answer to the question is that you	17:12:17 7	MR. TOKE: It was a question. I said, "Do you
17:09:36 8	learned it from one of the lawyers.	17:12:19 8	know"?
17:09:38 9	MR. TOKE: Although I will say this: Yes as to	17:12:20 9	MR. SCHWARZ: Yes. And my objection is the
17:09:41 10	legal advice. If there's just discussion of facts about	17:12:22 10	question assumed facts that you haven't established.
17:09:44 11	what VFM/Leonardo is, that's different, and I don't know	17:12:26 11	BY MR. TOKE:
17:09:48 12	that's covered by the attorney/client privilege. If it's	17:12:27 12	Q. Okay. You can answer the question.
17:09:51 13	advice, I don't want to know about it, that's okay, I'm not	17:12:34 13	A. No.
17:09:55 14	asking. But if you learned some facts about VFM/Leonardo,	17:12:36 14	Q. Okay. Do you know if GHM gave any Wave
17:10:01 15	you can tell me that.	17:12:41 15	photographs to any third parties?
17:10:03 16	MR. SCHWARZ: And if you're not sure, you're	17:12:47 16	A. No.
17:10:05 17	entitled to consult with me. This is lawyers just jockeying	17:12:48 17	Q. You do not know?
17:10:08 18	back and forth. So let's go ahead. No problem with me.	17:12:50 18	A. No.
17:10:09 19	BY MR. TOKE:	17:12:54 19	Q. Okay. You testified earlier that when GHM is
17:10:10 20	Q. What did you learn about VFM/Leonardo since	17:13:26 20	terminated as the management company for any of these
17:10:11 21	the start of this case?	17:13:32 21	properties, the relationship terminates and that hotels
17:10:14 22	A. I didn't learn anything about VFM/Leonardo.	17:13:39 22	can't use any marketing collateral with the GHM mark or
17:10:18 23	I only know of them when this case start.	17:13:44 23	logo; correct?
17:10:21 24	Q. And what do you know of them?	17:13:46 24	A. Yes.
17:10:23 25	A. That they reach out to our properties,	17:13:47 25	Q. Then you also testified that because of that

17:13:51 1 split, GHM can't use anything owned by the hotels; correct?
 17:13:55 2 You testified to that; correct?
 17:14:14 3 A. Yes.
 17:14:14 4 Q. Okay. So if GHM used anything that belonged
 17:14:18 5 to the hotels after the termination, then that would be --
 17:14:25 6 that would not be authorized; correct?
 17:14:40 7 MR. SCHWARZ: Objection to the form of the
 17:14:41 8 question, it's hypothetical.
 17:14:43 9 BY MR. TOKE:
 17:14:44 10 Q. Go ahead.
 17:14:44 11 A. I won't be able to say whether it's
 17:14:47 12 unauthorized.
 17:14:48 13 Q. Yes, you're right. Let's assume for the
 17:14:51 14 purposes of this question this there was no authorization
 17:14:57 15 given by the hotels.
 17:15:01 16 A. If this is an assumption --
 17:15:03 17 Q. Yes, it is.
 17:15:05 18 A. -- I --
 17:15:11 19 Q. Yes, it is. I'm assuming for the purposes of
 17:15:14 20 this question that there is no authorization given by the
 17:15:17 21 hotels, okay, that have been terminated, or where GHM has
 17:15:27 22 been terminated. That's the assumption. GHM's use of the
 17:15:30 23 photographs, which are owned by the hotels, you testified to
 17:15:37 24 that; right? That would not be authorized.
 17:16:18 25 A. I would think so.

17:16:19 1 Q. Okay. Let me go back.
 17:16:23 2 Actually, when you said you didn't know if GHM
 17:16:26 3 gave any of the Wave photographs to third parties, is there
 17:16:31 4 anyone at GHM who would know that?
 17:16:37 5 A. I wouldn't have an answer to that question.
 17:16:40 6 Q. Really? So you're not aware of anyone at GHM
 17:16:44 7 who would know whether or not GHM gave photographs that were
 17:16:50 8 created by Wave to any third parties?
 17:17:00 9 A. No.
 17:17:01 10 Q. Let's go through the different people. Would
 17:17:03 11 Hans Jenni know whether GHM gave photographs that were
 17:17:08 12 created by Wave to third parties?
 17:17:09 13 A. I wouldn't know if Hans Jenni know of anybody.
 17:17:13 14 Q. I'm just saying, you're the vice-president or
 17:17:15 15 a vice-president at GHM; right?
 17:17:17 16 A. No.
 17:17:18 17 Q. I'm sorry, what was your title again?
 17:17:22 18 A. Senior vice-president.
 17:17:23 19 Q. Pardon me, senior vice-president. Not even
 17:17:24 20 just a junior one, you're a senior vice-president at GHM.
 17:17:30 21 MR. SCHWARZ: Objection. Really, that's being
 17:17:31 22 rude. Don't do that. Don't make those qualifications and
 17:17:34 23 remarks.
 17:17:35 24 MR. TOKE: Okay.
 17:17:36 25 Q. So you're a senior vice-president at GHM;

17:17:38 1 right? Correct?
 17:17:39 2 A. Yes.
 17:17:40 3 Q. It's a company of 15 people; correct?
 17:17:44 4 A. Yes.
 17:17:44 5 Q. Okay. And you don't know who at GHM might
 17:17:51 6 know, might be responsible for to whom GHM gives
 17:17:58 7 photographs?
 17:18:04 8 A. I answered that before.
 17:18:06 9 Q. Okay. Who could be? You don't know who has
 17:18:10 10 responsibility for sending out photographs to various
 17:18:13 11 parties?
 17:18:15 12 MR. SCHWARZ: Objection. That question assumes
 17:18:18 13 facts that haven't been established. It's an impossible
 17:18:23 14 question to answer as phrased. It's like, "When did you
 17:18:29 15 stop beating your wife?" That's that question.
 17:18:33 16 MR. TOKE: Howard, you can make an objection
 17:18:34 17 and --
 17:18:35 18 MR. SCHWARZ: I did and I'm telling you what --
 17:18:37 19 MR. TOKE: -- and stop at the objection, please.
 17:18:40 20 MR. SCHWARZ: Okay. So I object to the form. She
 17:18:42 21 can answer it. But you understand that because I've
 17:18:44 22 objected to the form and you haven't corrected it, that it
 17:18:47 23 can't be used at trial.
 17:18:50 24 MR. TOKE: That's fine. I understand. But I will
 17:18:53 25 rephrase in this instance. Okay.

17:18:59 1 Q. So, you would agree that GHM at various times
 17:19:06 2 has created marketing collateral or asked for marketing
 17:19:15 3 collateral to be created for the hotel properties involved
 17:19:22 4 in this litigation; right?
 17:19:24 5 A. Yes.
 17:19:25 6 Q. Okay. And sometimes that involved
 17:19:28 7 photography; correct?
 17:19:29 8 A. Yes.
 17:19:30 9 Q. And those photographs have to be distributed
 17:19:33 10 somewhere to people; correct?
 17:19:54 11 A. Yes.
 17:19:54 12 Q. Okay. Who at GHM would have any control over
 17:19:58 13 to whom photographs and marketing collateral are sent?
 17:20:34 14 A. Presently?
 17:20:35 15 Q. Presently.
 17:20:45 16 A. Kathryn Koh.
 17:20:47 17 Q. And how long has Kathryn Koh been at GHM,
 17:20:51 18 again?
 17:20:57 19 A. Five years.
 17:20:58 20 Q. So, since about 2010?
 17:20:59 21 A. On or about there.
 17:21:01 22 Q. Okay. And then how about before 2010, who
 17:21:04 23 would have been responsible at GHM?
 17:21:07 24 A. Mr. Ohletz.
 17:21:08 25 Q. Mr. Ohletz. Okay. How about Kendall Oei?

17:21:23 1 A. I do not know for sure but I don't think so.	17:26:00 1 that. Do you see that?
17:21:26 2 Q. Okay. Anyone else before Ms. Koh who might	17:26:01 2 A. Yes.
17:21:34 3 have some responsibility or oversight over to whom	17:26:02 3 Q. Okay. And there's a box that I will represent
17:21:38 4 photographs are given?	17:26:04 4 has been added by the plaintiff, that says:
17:21:41 5 A. No.	17:26:10 5 "VA 1-432-329
17:21:42 6 Q. So the answer to the original question, which	17:26:17 6 Wave-S Photographs 2004
17:21:43 7 was who would know at GHM to whom photographs were given,	17:26:20 7 Leela 030"
17:21:48 8 would be Ms. Koh since 2010 and Mr. Ohletz prior to 2010?	17:26:21 8 I will represent to you that this is a photograph
17:21:57 9 A. This question is slightly different from the	17:26:23 9 that was taken by Wave at the Leela. Okay?
17:21:59 10 original question.	17:26:32 10 You would agree -- or you testified earlier that
17:22:00 11 Q. Okay. Well, that's the question I'm asking	17:26:36 11 the Leela is no longer managed by GHM; correct?
17:22:02 12 now.	17:26:42 12 A. Up to presently, yes, that's correct.
17:22:03 13 A. So I answer the question now?	17:26:45 13 Q. And, what does "up to presently" mean?
17:22:06 14 Q. Correct.	17:26:50 14 A. I mean as we speak now it's no longer managed.
17:22:07 15 A. That's correct.	17:26:53 15 Q. Right. At the moment it's not managed by GHM;
17:22:07 16 Q. Okay.	17:26:56 16 correct?
17:22:30 17 I'm going to mark this next in order. This is 43.	17:26:56 17 A. Yes.
17:22:35 18 (Exhibit 43 marked for identification)	17:26:57 18 Q. When did that relationship terminate, again?
17:23:37 19 Q. Ms. Chng, this exhibit is a series of	17:27:02 19 A. I think I said prior to 2008.
17:23:42 20 screenshots from the ghmhotels.com website. Can we agree on	17:27:06 20 Q. Okay. Right.
17:23:50 21 that?	17:27:09 21 A. But I wasn't sure of the year.
17:23:51 22 MR. SCHWARZ: No, it's a series of screenshots	17:27:12 22 Q. Right. Around 2008, you testified to
17:23:54 23 that have marks on it as well. So I doubt that that was --	17:27:15 23 something like that. Okay. Right.
17:23:58 24 MR. TOKE: I understand that.	17:27:52 24 Then go to the next page, please. You'll see
17:24:00 25 MR. SCHWARZ: So, no, it's not what you said it	17:28:01 25 there's a background photo that's kind of in sepia tone,
17:24:02 1 is.	17:28:07 1 that's kind of a pool or something like that. Do you see
17:24:04 2 MR. TOKE: Alright. Actually, I disagree. They	17:28:09 2 that photograph?
17:24:05 3 are. I will say that there are additional notes that are	17:28:10 3 A. Yes.
17:24:10 4 added to them.	17:28:11 4 Q. Okay. I'll represent to you that that is
17:24:11 5 Q. But take away the notes that we'll discuss,	17:28:13 5 another Wave taken photograph, which is of the Setai.
17:24:15 6 that have been added to these pages, but they are otherwise	17:28:18 6 Now, you would agree that the Setai is no longer,
17:24:19 7 screenshots from the ghmhotels.com website; correct?	17:28:22 7 as of today, managed by GHM; correct?
17:24:27 8 A. Save for the additional comments, I think it	17:28:24 8 A. Yes.
17:24:31 9 is.	17:28:24 9 Q. And when did that relationship end?
17:24:32 10 Q. Yes, okay. So, yes, again, just assume these	17:28:27 10 A. Some time in 2012.
17:24:38 11 additional comments in boxes are not part of these	17:28:31 11 Q. Some time in 2012. Okay.
17:24:44 12 documents, they are otherwise screenshots from the	17:28:37 12 Next page, please. Actually, not the next page,
17:24:50 13 ghmhotels.com website; yes? Correct?	17:28:40 13 the fifth page, please.
17:25:03 14 A. Sorry?	17:28:50 14 MR. SCHWARZ: Which one is that?
17:25:06 15 Q. Taking aside the additional boxes that have	17:28:53 15 MR. TOKE: If you look at the screenshot, there is
17:25:09 16 been added to these pages, these are otherwise screenshots	17:28:54 16 a "Page [blank] of 23". It actually says "7 of 23". Okay.
17:25:13 17 from the ghmhotels.com website; yes?	17:29:01 17 You'll see three photos that have photos in them with yellow
17:25:16 18 A. I replied that question. I said, save for the	17:29:08 18 boxes; yes?
17:25:18 19 additional comments, I think it is.	17:29:09 19 A. Yes.
17:25:20 20 Q. Okay. Good. And in particular it's actually	17:29:11 20 Q. The bottom photo is one of the Setai, I'll
17:25:22 21 a subpage that shows the various magazines, the GHM magazine	17:29:15 21 represent that to you, that was a photo taken by Wave.
17:25:26 22 that we talked about earlier; correct?	17:29:19 22 Directly above it is a photo of the Leela, again taken by
17:25:37 23 A. It seems like it.	17:29:23 23 Wave. And we both agree that both the Setai -- that GHM
17:25:38 24 Q. Okay. If you go to the third page, this is a	17:29:29 24 ceased managing the Setai in 2012; right?
17:25:53 25 picture -- it looks like a flower in a pot or something like	17:29:33 25 A. Yes.

17:29:34 1	Q. And the Leela in around 2008; right?	17:32:51 1	photographs from the Carcosa. Do you see where those notes
17:29:37 2	A. Before 2008.	17:32:56 2	say they are from the Carcosa?
17:29:39 3	Q. Before 2008. Sure.	17:32:58 3	A. Yes.
17:29:40 4	And then how about the Chiang Mai? That's no	17:32:59 4	Q. I'll represent those two are Wave taken
17:29:44 5	longer managed by GHM either; correct?	17:33:02 5	photographs, and the Carcosa is not managed by GHM any more;
17:29:47 6	A. That's correct.	17:33:06 6	is that correct?
17:29:47 7	Q. And when did that relationship end?	17:33:06 7	A. That's correct.
17:29:49 8	A. I said it was some time late 2013.	17:33:07 8	Q. When did that relationship end?
17:29:54 9	Q. 2013. Okay. Late 2013. Okay.	17:33:09 9	A. I do not recollect.
17:29:57 10	Let's go to the page -- I think it's the next	17:33:10 10	Q. Okay. Would some time in 2009 sound about
17:30:02 11	page, that says "10 of 23". Do you see that one?	17:33:17 11	right?
17:30:06 12	A. Yes.	17:33:21 12	A. That would be a good estimate but I cannot
17:30:07 13	Q. Okay. Bottom right, that's another photo from	17:33:23 13	remember.
17:30:13 14	the Leela, and in fact it says "The Leela" at the corner	17:33:24 14	Q. Okay. That's a good estimate.
17:30:17 15	there, right, the top left corner of the photograph says	17:33:25 15	A. Yes.
17:30:22 16	it's "The Leela".	17:33:26 16	Q. Okay.
17:30:25 17	A. Yes.	17:33:30 17	Let's go to the next page --
17:30:25 18	Q. Again, The Leela, GHM stopped managing The	17:33:39 18	MR. SCHWARZ: Which is?
17:30:29 19	Leela in 2008; right?	17:33:40 19	MR. TOKE: Which is 22 of 23.
17:30:31 20	A. Yes.	17:33:42 20	Q. On the right, the right column, there are
17:30:31 21	Q. Or before 2008.	17:33:45 21	three photographs that these notes that the plaintiff has
17:30:33 22	The next page, which says in the same top of the	17:33:48 22	added to the page indicate photographs of the Chiang Mai.
17:30:39 23	screenshot, "12 of 23", I will represent this is another	17:33:54 23	These, I can also represent, are Wave taken photographs of
17:30:43 24	photo taken by Wave that is subject to a copyright	17:33:57 24	the Chiang Mai, and the Chiang Mai also is not represented
17:30:47 25	registration, of The Leela, or at The Leela.	17:34:01 25	by GHM any more; correct?
17:30:54 1	And the next page, 13 of 23, I will represent that	17:34:04 1	A. That's correct.
17:30:58 2	this is a photograph taken by Wave of the Datai, and the	17:34:05 2	Q. When did that relationship end, again?
17:31:06 3	Datai is also no longer represented by GHM; correct?	17:34:07 3	A. Some time late 2013.
17:31:11 4	A. That's correct.	17:34:09 4	Q. Late 2013. Okay.
17:31:12 5	Q. And when did that relationship end, again?	17:34:16 5	Let's go to the third to the last page. It's a
17:31:16 6	A. I can't remember exactly. Some time 2010 or	17:34:35 6	page that has a box in it that says "Page Info".
17:31:20 7	2011.	17:34:44 7	MR. SCHWARZ: 23 of 23?
17:31:21 8	Q. 2010 or 2011. Okay.	17:34:46 8	MR. TOKE: 23 of 23 is what it says, yes.
17:31:24 9	Next page, 18 of 23, the photo on the left is of	17:34:49 9	MR. SCHWARZ: There are two of them. I'm just
17:31:28 10	The Setai. Again, you testified -- of The Setai.	17:34:51 10	trying to see if they are different.
17:31:34 11	And that was a photograph taken by Wave.	17:34:53 11	MR. TOKE: They are a little different. I want to
17:31:39 12	Go to the next page, 20 of 23. You'll see three	17:34:54 12	look at the one that has a red box around the word
17:31:44 13	boxes on the left-hand side, each of them pointing to the	17:34:57 13	"Modified" and a date.
17:31:51 14	photographs directly to the right, and those three I will	17:35:03 14	MR. SCHWARZ: Okay.
17:31:56 15	represent are also photographs taken by Wave of The Setai.	17:35:05 15	MR. TOKE: Okay.
17:32:04 16	And then on the right there's a box that indicates	17:35:07 16	Q. So do you see where it says "Modified: 1 April
17:32:08 17	it's a picture of The Legian and The Club at The Legian.	17:35:11 17	2014"?
17:32:13 18	I will represent this is a photograph taken by Wave.	17:35:12 18	A. Yes.
17:32:16 19	And The Legian and The Club at Legian are also no	17:35:14 19	Q. Okay. This would indicate that these pages
17:32:21 20	longer managed by GHM; correct?	17:35:18 20	were modified on that date, last modified on that date;
17:32:23 21	A. It is being managed by GHM.	17:35:24 21	correct?
17:32:26 22	Q. Oh, pardon me. Never mind.	17:35:26 22	A. I'm not an IT professional. I am not sure
17:32:35 23	Next page, 21 of 23, there's three photographs of	17:35:29 23	whether the modification here means that the pages were
17:32:40 24	The Leela that are pointed out that are Wave photographs.	17:35:33 24	modified at that time and date or that particular web page
17:32:46 25	And then to the right there's actually -- there are two	17:35:45 25	was modified at that time and date.

<p>17:35:49 1 Q. Okay. I can represent to you -- well, at the</p> <p>17:36:03 2 very least we know something was done to these pages on</p> <p>17:36:07 3 April 1, 2014; correct?</p> <p>17:36:10 4 A. Can you clarify? When you say "these pages"?</p> <p>17:36:14 5 Q. These pages that we've just looked at.</p> <p>17:36:19 6 Because if you look at it, it says "Layout 1 - ghm_no1".</p> <p>17:36:24 7 And if you -- right at the top of this box, "Layout 1 -</p> <p>17:36:28 8 ghm_no1.pdf"?</p> <p>17:36:33 9 A. Yes.</p> <p>17:36:35 10 Q. And when we look at the first page, it looks</p> <p>17:36:39 11 like what these are, are actually pdf documents that you can</p> <p>17:36:44 12 actually click on and download each of these photos -- each</p> <p>17:36:53 13 of these magazines. Would you agree with that?</p> <p>17:36:58 14 A. Yes, to what you just mentioned, yes.</p> <p>17:37:01 15 Q. Okay. Because you've been to this part of the</p> <p>17:37:04 16 website before, haven't you?</p> <p>17:37:08 17 A. To this page of the website, yes.</p> <p>17:37:10 18 Q. Okay.</p> <p>17:37:11 19 MR. SCHWARZ: The witness is indicating the front</p> <p>17:37:13 20 page.</p> <p>17:37:14 21 A. Yes, I'm looking at the front.</p> <p>17:37:16 22 BY MR. TOKE:</p> <p>17:37:16 23 Q. This is basically pdfs of the each of the</p> <p>17:37:19 24 magazines that GHM has produced; yes?</p> <p>17:37:22 25 A. Yes.</p>	<p>17:38:40 1 A. I have no idea. Way before I joined.</p> <p>17:38:42 2 Q. Way before you joined. Okay.</p> <p>17:38:45 3 You would agree that this is -- I can represent to</p> <p>17:38:48 4 you that these pages were actually pulled off of the GHM</p> <p>17:38:54 5 website on September 14, 2015. So I don't know, what is</p> <p>17:39:00 6 today -- today is the 22nd, so a little over a week ago</p> <p>17:39:09 7 these pages were pulled off the GHM website.</p> <p>17:39:13 8 You would agree that with regard to all of the</p> <p>17:39:16 9 photographs that we looked at, with the exception of that</p> <p>17:39:18 10 Chedi Club one, I apologize for that, but all of the other</p> <p>17:39:23 11 ones are from hotels that are no longer managed by GHM;</p> <p>17:39:28 12 correct?</p> <p>17:39:28 13 A. Yes.</p> <p>17:39:29 14 Q. And you testified earlier that post</p> <p>17:39:30 15 termination -- well, you testified that the hotels own all</p> <p>17:39:34 16 the photographs, the copyrights to the photographs owned by</p> <p>17:39:37 17 Wave; correct?</p> <p>17:39:37 18 A. Yes.</p> <p>17:39:38 19 Q. That was your understanding; right?</p> <p>17:39:41 20 A. Yes.</p> <p>17:39:41 21 Q. Okay. So -- and you also testified that post</p> <p>17:39:45 22 termination GHM was not allowed to use any of the</p> <p>17:39:48 23 photographs that were owned by the hotels; correct?</p> <p>17:39:56 24 MR. SCHWARZ: Objection. Without authorization,</p> <p>17:39:57 25 I think she said.</p>
<p>17:37:23 1 Q. And you can click on any one of these, right,</p> <p>17:37:27 2 and it will download the pdf of that magazine; correct?</p> <p>17:37:31 3 A. I believe so.</p> <p>17:37:34 4 Q. Okay. And so, when we look at the second</p> <p>17:37:36 5 page, it looks like there must have been some sort of</p> <p>17:37:39 6 hovering over the "Issue 1", because it's blacked out and it</p> <p>17:37:43 7 says "Click to download". Right?</p> <p>17:37:46 8 MR. SCHWARZ: Where is this?</p> <p>17:37:48 9 MR. TOKE: Second page.</p> <p>17:37:54 10 MR. SCHWARZ: Yes.</p> <p>17:37:55 11 BY MR. TOKE:</p> <p>17:37:55 12 Q. Then we go to the third page and it says</p> <p>17:37:58 13 "No. 1" on the cover of the magazine; right?</p> <p>17:38:04 14 A. Yes.</p> <p>17:38:05 15 Q. This suggests this was magazine No. 1 of GHM</p> <p>17:38:08 16 and that this -- the following pages are the pdf file that</p> <p>17:38:15 17 comprises this magazine No. 1; yes?</p> <p>17:38:20 18 MR. SCHWARZ: Some of the pages, yes.</p> <p>17:38:22 19 MR. TOKE: Okay. I'm asking the witness. But</p> <p>17:38:24 20 okay.</p> <p>17:38:27 21 Q. Or at least some of the pages of the magazine;</p> <p>17:38:30 22 correct?</p> <p>17:38:30 23 A. Yes, that's correct.</p> <p>17:38:34 24 Q. Do you have a sense of when magazine No. 1</p> <p>17:38:37 25 would have come out?</p>	<p>17:40:00 1 MR. TOKE: For the purposes of my question,</p> <p>17:40:02 2 without authorization.</p> <p>17:40:04 3 Q. So it was not allowed to without</p> <p>17:40:06 4 authorization; correct?</p> <p>17:40:08 5 A. Yes.</p> <p>17:40:10 6 Q. So, if you didn't have authorization, this</p> <p>17:40:14 7 would be an infringement today, wouldn't it?</p> <p>17:40:17 8 MR. SCHWARZ: Objection. That calls for a legal</p> <p>17:40:18 9 conclusion.</p> <p>17:40:19 10 MR. TOKE: Okay. You have stated your objection.</p> <p>17:40:22 11 Q. You can answer.</p> <p>17:40:31 12 A. The way I look at it, this magazine was</p> <p>17:40:36 13 produced when we are managing the hotels.</p> <p>17:40:39 14 Q. You know that for a fact?</p> <p>17:40:40 15 A. No reason for us to -- no reason for GHM to</p> <p>17:40:43 16 feature a hotel that it doesn't manage for free publicity in</p> <p>17:40:50 17 its magazine. It just doesn't make sense.</p> <p>17:40:54 18 Q. That wasn't my question. My question was:</p> <p>17:40:56 19 This is a publication of these photographs on the GHM</p> <p>17:40:59 20 website; correct?</p> <p>17:41:03 21 MR. SCHWARZ: Objection to that question. It also</p> <p>17:41:05 22 calls -- I think you are using that as a legal principle and</p> <p>17:41:08 23 I'm objecting to the form of the question because that calls</p> <p>17:41:11 24 for a legal conclusion.</p> <p>17:41:13 25 MR. TOKE: Okay. That's fine.</p>

17:41:15 1 Q. You can go ahead and answer the question.
 17:41:17 2 A. No, I don't think this is a publication of the
 17:41:20 3 photographs on the GHM website.
 17:41:21 4 Q. You don't think so? Okay. But this was --
 17:41:24 5 A. Per my knowledge, I don't think so.
 17:41:28 6 Q. This exists on the GHM website; correct?
 17:41:41 7 A. Yes.
 17:41:42 8 Q. Okay. Are you aware of any authorization from
 17:41:47 9 any of these hotels that are no longer managed by GHM to
 17:41:50 10 have these photographs on the GHM website?
 17:42:05 11 A. I'm not sure if there are or not.
 17:42:07 12 Q. So you do not know?
 17:42:09 13 A. Prior to my time, nothing unusual.
 17:42:11 14 Q. I'm talking about now. Actually, I'm talking
 17:42:15 15 about since the date that each of these properties
 17:42:18 16 terminated GHM.
 17:43:23 17 A. Is your question in relation to the photos
 17:43:27 18 here specific?
 17:43:33 19 Q. Any photos of these hotels.
 17:43:39 20 MR. SCHWARZ: Okay, so I need to know, what was
 17:43:41 21 the original question? I've lost the original question.
 17:44:01 22 (Question read back.)
 17:44:04 23 A. That's what I'm asking. I assume that your
 17:44:07 24 question only revolves around the photographs produced by --
 17:44:12 25 any photographs produced by Wave?

17:44:15 1 BY MR. TOKE:
 17:44:15 2 Q. Yes.
 17:44:16 3 A. Yes?
 17:44:17 4 Q. Yes.
 17:44:46 5 A. I'm not sure if there is.
 17:44:48 6 Q. You testified earlier that one of your main
 17:44:50 7 functions at GHM is legal; correct?
 17:44:53 8 A. Yes.
 17:44:55 9 Q. So if there were any legal authorization from
 17:44:58 10 any of these hotels to use any of the photos taken by Wave
 17:45:03 11 post termination of GHM's services, you would know about it,
 17:45:07 12 wouldn't you?
 17:45:24 13 A. I should.
 17:45:24 14 Q. And you don't know of any, do you?
 17:45:42 15 A. Not in relation to the photographs that we're
 17:45:45 16 looking at right now.
 17:45:46 17 Q. As to any other photographs that were taken by
 17:45:49 18 Wave of these hotels?
 17:46:08 19 A. I have answered your question in relation to
 17:46:10 20 these photographs.
 17:46:11 21 Q. No, I'm asking you a different question and
 17:46:13 22 you should answer it. Please read the question.
 17:46:16 23 (Question read back.)
 17:46:23 24 MR. SCHWARZ: Okay. Then I object to the form of
 17:46:24 25 the question because that question makes no sense.

17:46:26 1 MR. TOKE: Read the question again, please.
 17:46:26 2 (Question read back.)
 17:46:43 3 Q. What I'm asking you, again, is you were not
 17:46:46 4 aware of any authorizations from any of these terminated
 17:46:49 5 hotels to use any of the photographs taken by Wave of those
 17:46:53 6 hotels?
 17:46:55 7 A. I said I do not know.
 17:46:58 8 Q. Okay. Let's look at this document. This is
 17:47:19 9 going to be the next in order. This is number 44.
 17:47:22 10 (Exhibit 44 marked for identification)
 17:47:23 11 MR. SCHWARZ: If I can just ask a question: Is
 17:47:25 12 the exercise going to be that we are going to look at each
 17:47:29 13 one of the magazines?
 17:47:30 14 MR. TOKE: No. I mean, we could, but I don't
 17:47:33 15 think that's worthwhile.
 17:47:35 16 MR. SCHWARZ: I agree.
 17:47:36 17 MR. TOKE: We have established that --
 17:47:38 18 MR. SCHWARZ: Okay, that's fine.
 17:47:40 19 MR. TOKE: No, I --
 17:47:42 20 MR. SCHWARZ: I just asked if we are going to do
 17:47:43 21 all of them. But we're not, so we can move on.
 17:47:47 22 MR. TOKE: Okay. But I will represent that there
 17:47:48 23 are photographs just like that in all of them.
 17:48:48 24 What's been marked here as exhibit 44, similar to
 17:48:57 25 exhibit 43, are screenshots of pages from the GHM Sparrow

17:49:04 1 website, with the exception of some additional boxes and
 17:49:07 2 commentary that have been added by the plaintiff.
 17:49:11 3 Can we agree on that?
 17:49:14 4 A. Yes.
 17:49:15 5 Q. Okay.
 17:49:19 6 The first page is a photograph, I will represent
 17:49:24 7 to you, is of the Chedi Chiang Mai that was taken by Wave.
 17:49:32 8 And, as you've already testified, the Chedi Chiang Mai is no
 17:49:37 9 longer represented by GHM; correct?
 17:49:40 10 A. Yes.
 17:49:41 11 Q. And that relationship ended some time at the
 17:49:43 12 end of 2013; right?
 17:49:45 13 A. Yes.
 17:49:46 14 Q. Okay. I can represent to you that this is a
 17:49:50 15 page from the GHM Sparrow website that was pulled off of the
 17:49:56 16 website on September 14, 2015 -- again, just over a week
 17:50:01 17 ago.
 17:50:04 18 Have you been on the GHM Sparrow website?
 17:50:09 19 A. No.
 17:50:10 20 Q. You have not?
 17:50:31 21 You know you are listed as one of the executives
 17:50:34 22 of GHM Sparrow; right?
 17:50:36 23 A. Yes.
 17:50:36 24 Q. What is your title at GHM Sparrow?
 17:50:47 25 A. Chief financial officer.

17:50:49 1	Q. You're the chief financial officer of GHM	17:55:06 1	A. From what I see, the website was last modified
17:50:52 2	Sparrow. Okay.	17:55:09 2	on 17 August 2012 at 8:17:40 pm.
17:50:54 3	So this photograph was pulled a little over a week	17:55:14 3	Q. That's right. So -- but at some point, a
17:50:59 4	ago, and you would agree that it is of a property that is no	17:55:18 4	little over a year after that, GHM no longer had the rights
17:51:03 5	longer managed by GHM; correct?	17:55:22 5	to use the photograph, unless there was some other written
17:51:05 6	A. Correct.	17:55:26 6	authorization; correct?
17:51:06 7	Q. And GHM isn't actually -- GHM Sparrow is a	17:55:28 7	MR. SCHWARZ: Objection. Calls for a legal
17:51:11 8	separate company from GHM; correct?	17:55:28 8	conclusion. You can answer it.
17:51:16 9	A. It's a joint venture.	17:55:32 9	A. I would say late 2013 up to now we do not
17:51:19 10	Q. That wasn't the question. It is a separate	17:55:37 10	manage this hotel any more.
17:51:21 11	company from GHM; correct? It's not GHM; right?	17:55:40 11	BY MR. TOKE:
17:51:32 12	A. I'm not getting your question. When you say	17:55:41 12	Q. Right. So after that point GHM no longer had
17:51:34 13	it's not GHM?	17:55:45 13	authorization to use this photograph; correct?
17:51:37 14	Q. I think you testified earlier that GHM Sparrow	17:56:11 14	A. That's correct.
17:51:40 15	is a joint venture between Sparrow and GHM; correct?	17:56:12 15	Q. And GHM Sparrow never had an agreement with
17:51:45 16	A. I did.	17:56:16 16	the Chedi Chiang Mai to have authorization to use this
17:51:46 17	Q. But what is the -- but the company is called	17:56:21 17	photograph; isn't that correct?
17:51:49 18	GHM Sparrow Asset Management Ltd.; correct?	17:56:22 18	A. I have no idea.
17:51:52 19	A. Yes.	17:56:23 19	Q. You have no idea. Okay.
17:51:53 20	Q. That's a separate company from GHM; correct?	17:56:24 20	But you said there are no contracts between GHM
17:51:57 21	A. That's what I said, it's a joint venture.	17:56:27 21	Sparrow and the Chedi Chiang Mai?
17:52:00 22	Q. I understand. But it is not the same entity,	17:56:30 22	A. Not that I know of.
17:52:02 23	it's not the same corporate entity, as GHM; correct?	17:56:32 23	Q. Okay. And during the time that GHM was
17:52:16 24	A. I don't understand what you said by different	17:56:36 24	managing any of these hotel properties, based on what you've
17:52:19 25	corporate entity. To me, it's a different legal entity.	17:56:44 25	testified your understanding of the copyright ownership of
17:52:22 1	Q. Good enough. And GHM Sparrow doesn't provide	17:56:47 1	the photographs, which is the hotels own the photographs,
17:52:25 2	any management services; correct?	17:56:51 2	was GHM authorized to use the photographs that were taken by
17:52:43 3	A. No.	17:56:58 3	Wave?
17:52:44 4	Q. And GHM Sparrow doesn't have any agreements	17:57:01 4	A. I missed that.
17:52:48 5	with any of the -- well, it doesn't have any agreements with	17:57:23 5	(Question read back.)
17:52:53 6	the Chedi Chiang Mai; right?	17:57:28 6	A. When they are managing the properties? This
17:53:04 7	A. Not GHM Sparrow, no.	17:57:30 7	is your question?
17:53:07 8	Q. That's what my question was. Okay.	17:57:32 8	Q. Mm-hm.
17:53:12 9	Well, and GHM doesn't any more either; right?	17:57:34 9	A. When we are managing the properties we are the
17:53:17 10	A. Presently, as we speak, no.	17:57:39 10	ones putting together the marketing collaterals. So, of
17:53:19 11	Q. Okay. That's right.	17:57:43 11	course, by virtue of the work we get to use the photos.
17:53:23 12	And it hasn't since late 2013; right?	17:57:47 12	Q. And what is GHM allowed to do with the photos?
17:53:25 13	A. That's correct.	17:58:03 13	A. In broad sense, sales and marketing of the
17:53:28 14	Q. So at some point after -- well, isn't it true	17:58:06 14	property --
17:53:35 15	that GHM probably gave this photograph to GHM Sparrow; isn't	17:58:10 15	Q. So the kinds of --
17:53:40 16	that correct?	17:58:11 16	A. -- promotion of the property.
17:54:18 17	A. Probably, yes.	17:58:13 17	Q. So the kinds of collateral that Wave created?
17:54:20 18	Q. And you would agree that this is a photograph	17:58:32 18	A. When you say collaterals that Wave created,
17:54:27 19	that as of late 2013, based on your understanding that the	17:58:35 19	what are we looking at?
17:54:33 20	hotels own the copyrights to the photographs taken by Wave,	17:58:37 20	Q. Well, as an example, and I don't mean you to
17:54:36 21	that as of late 2013 GHM didn't have authorization to use	17:58:42 21	limit it just to this, but as an example, brochures,
17:54:42 22	this photograph? Correct?	17:58:45 22	banners, promotional DVDs, anything that might include
17:54:56 23	A. We didn't use this photograph in 2013.	17:58:50 23	photographs.
17:55:01 24	Q. Now, this is from a week ago on GHM Sparrow's	17:58:52 24	MR. SCHWARZ: What was the underlying -- I lost
17:55:06 25	website.	17:58:53 25	the underlying question. What's the underlying question?

17:59:28 1 (Question read back.)	18:04:13 1 other third parties to use on their websites?
17:59:31 2 A. Yes.	18:04:38 2 A. Third parties, I assume, are parties not
17:59:31 3 BY MR. TOKE:	18:04:42 3 related to GHM?
17:59:32 4 Q. Anything else that GHM was allowed to do to --	18:04:43 4 Q. Right, or the hotels.
17:59:36 5 let me rephrase that.	18:04:46 5 A. No. I mean, when you say GHM gives the
17:59:38 6 Any other uses of the Wave photographs that GHM	18:04:50 6 photographs to third parties to use, who are these third
17:59:43 7 was allowed to do to, in this broad sense, market the	18:04:53 7 parties?
17:59:47 8 hotels?	18:04:55 8 Q. People who are not related to GHM or companies
17:59:59 9 A. Do you have specific examples?	18:04:58 9 that are not related to GHM or the hotels.
18:00:02 10 Q. I'm asking you.	18:05:37 10 A. The question was: Can GHM give?
18:00:13 11 A. I would say in the broad sense we are allowed	18:05:40 11 Q. Yes.
18:00:15 12 to use it for the promotion, for the brand, for the hotel.	18:05:41 12 A. The way I would answer, if giving of these
18:00:21 13 Q. What I'm asking is: You said that that means	18:05:46 13 photos are still in line with the broad sense of wanting to
18:00:25 14 that GHM could use them for creating the marketing	18:05:50 14 promote the brand and the hotel, I would say yes.
18:00:29 15 collaterals like the kind that Wave created for the hotels;	10:05:55 15 Q. Okay.
18:00:34 16 right?	18:05:57 16 A. I'm sorry, I'm not finished. I would say,
18:00:36 17 MR. SCHWARZ: Objection. That's not what she	18:06:01 17 yes, GHM can.
18:00:38 18 said.	18:06:03 18 Q. Would that end when the relationship is
18:00:38 19 BY MR. TOKE:	18:06:05 19 terminated, since the hotels own the photographs, in your
18:00:40 20 Q. How is that not correct?	18:06:18 20 understanding?
18:00:41 21 A. I said we can use it for the promotion of the	18:06:52 21 A. Yes.
18:00:44 22 brand and of the hotel.	18:06:53 22 Q. It would have. Okay.
18:00:46 23 Q. Right. I understand that. And I was trying	18:06:55 23 And where in these agreements is there an
18:00:48 24 to clarify -- to understand what that means. That's all I'm	10:07:03 24 authorization for GHM to use the photographs -- pardon me,
18:00:52 25 trying to understand. So one of the things that it means is	18:07:10 25 to give the photographs to third parties for this broad

18:00:56 1 GHM could have marketing collateral, like the kind Wave did,	18:07:15 1 promotional sense? Can you point me to the provision within
18:01:01 2 created for the hotels; correct?	18:07:27 2 the agreements?
18:01:04 3 A. Including but not limited to.	18:07:29 3 MR. SCHWARZ: So which question -- that's two
18:01:07 4 Q. Right. I'm just saying including, I'm not	18:07:31 4 questions. It's not fair. It's not fair.
18:01:10 5 saying limited.	18:07:33 5 MR. TOKE: Sorry. Fine.
18:01:11 6 So, what else could -- so, we've now said, yes,	18:07:35 6 Let's go with the second question. In fact, I'll
18:01:14 7 GHM was authorized to create these kinds of collaterals like	18:07:38 7 rephrase it.
18:01:17 8 the kinds Wave created. What else could GHM do with the	18:07:39 8 Q. Can you point me to the terms of these
18:01:21 9 photographs?	18:07:44 9 agreements where there's an authorization given from the
18:01:39 10 A. Another example would be on the website.	18:07:49 10 hotel to GHM to use any photographs created by Wave or any
18:01:41 11 Q. Whose website? Are you talking about GHM's	18:07:56 11 photographs for the purposes of the general promotion?
18:01:47 12 website?	18:08:01 12 MR. SCHWARZ: Like I said, I'm going to object to
18:01:55 13 A. If GHM is managing the property, on GHM's	18:08:03 13 the form. Now I'm not sure, did it include created by Wave
18:01:58 14 website.	10:08:08 14 or not created by Wave? Did you put both?
18:01:59 15 Q. Okay. So, until the time that GHM is no	18:08:11 15 MR. TOKE: I mean it to include Wave.
18:02:01 16 longer representing or managing the property, it can use it	18:08:14 16 MR. SCHWARZ: Okay. Would you mind reading it
18:02:05 17 on its website; correct?	18:08:15 17 back, so I understand it.
18:02:07 18 A. That's my understanding.	18:08:36 18 (Question read back.)
18:02:09 19 Q. Okay. Anything else they could do?	18:08:38 19 A. I believe earlier I -- in answer to your
18:03:20 20 A. I don't know whether I would be able to	18:08:43 20 earlier question, there was somewhere where I testified that
18:03:24 21 pinpoint examples at this time.	18:08:47 21 there is nowhere in the agreements that specified clearly as
18:03:27 22 Q. So you're not aware of anything else that they	18:08:50 22 to the photographs in particular. So then naturally I would
18:03:29 23 could do?	18:08:59 23 not be able to point any particular reference that gives the
18:04:04 24 A. I can't think of specific examples.	10:09:04 24 authorization.
18:04:09 25 Q. For example, could GHM give the photos to	18:09:04 25 But in the course, when I say that GHM would need

18:09:11 1	to use the photographs to promote a hotel, and I would say	18:20:20 1	witness to come back, other than the two that you're
18:09:16 2	that take normal human nature that you will not book a hotel	18:20:25 2	specifically --
18:09:27 3	without even knowing how the hotel looks like.	18:20:26 3	MR. TOKE: I'm not saying that. When you reserved
18:09:35 4	MR. TOKE: Okay. Let's take a break. We need to	18:20:28 4	the rest of your time with regard to plaintiff, you did not
18:09:39 5	switch the --	18:20:31 5	limit yourself to additional -- in terms of the questions
18:09:42 6	MR. SCHWARZ: How much time has gone?	18:20:34 6	that you had.
18:09:44 7	VIDEOGRAPHER: This marks the end of tape number 6	18:20:36 7	MR. SCHWARZ: No, no, no. That day stopped
18:09:46 8	in the deposition of Monica Chng. Going off the record.	18:20:39 8	because it was the end of the day and everybody wanted to
18:09:52 9	The time is 6:09 p.m.	18:20:41 9	stop. We're here. If you want to go more, then you go
18:09:57 10	(6:09 p.m.)	18:20:46 10	more. We're in Singapore and if you have more questions,
18:10:01 11	(Recess taken.)	18:20:49 11	you have to ask them. You can't stop now, except for the
18:17:38 12	(6:17 p.m.)	18:20:52 12	things that you have reserved on, that I understand.
18:18:04 13	VIDEOGRAPHER: Back on the record.	18:20:55 13	MR. TOKE: No. All I'm saying is if -- all I'm
18:18:11 14	This marks the beginning of tape number 7 in the	18:20:58 14	saying is we are reserving our time with regard to these
18:18:14 15	deposition of Monica Chng. The time is 6:18 p.m.	18:21:02 15	issues. If there are other issues that come up as a result
18:18:22 16	MR. TOKE: Okay. I have no further questions at	18:21:06 16	of these or ancillary to anything, absolutely. I'm
18:18:25 17	the moment.	18:21:10 17	reserving it. You can argue against it and that's fine.
18:18:26 18	But we reserve the right to use the remainder of	18:21:13 18	But I'm just saying that I do not have any more questions
18:18:31 19	our time to call back this witness at some other time,	18:21:17 19	for this witness today, based on the fact that I don't have
18:18:34 20	especially in light of the fact that the documents that were	18:21:20 20	the documents in the form that I would have wanted them,
18:18:37 21	produced, the sales agreements, were heavily redacted and we	18:21:22 21	but -- or other documents that may be produced in the
18:18:42 22	may seek leave of the court to have those documents produced	18:21:25 22	future. So if there are any documents that are, I should
18:18:46 23	without redactions and to call back the witness to discuss	18:21:28 23	have a chance to talk to this witness.
18:18:49 24	the documents in unredacted form, as well as because this	18:21:31 24	I understand we're in Singapore, but these
18:18:57 25	30(b)(6) witness was not knowledgeable about 13 of the 26	18:21:33 25	documents were produced a week ago, and so -- yes, that's
18:19:01 1	topics on the deposition notice, as well as the fact that	18:21:38 1	it. And, like I said, the witness said that she did not
18:19:04 2	this witness has identified that there were sales office	18:21:42 2	have knowledge about half the topics. I'm not saying that
18:19:08 3	contracts that were not produced in response to outstanding	18:21:46 3	she isn't knowledgeable, she said she didn't know. She did.
18:19:14 4	discovery from plaintiff.	18:21:50 4	Anyway, we've said what we need to say on the
18:19:16 5	So we reserve all our rights with regard to that,	18:21:52 5	record and that's it.
18:19:19 6	as well as to seek more time with this witness based on	18:21:54 6	MR. SCHWARZ: Just for the record, I just totally
18:19:22 7	whatever comes out of these other objections.	18:21:56 7	disagree with your statement that the witness was not
18:19:24 8	MR. SCHWARZ: So there is more time here today.	18:21:58 8	knowledgeable. She answered every question that you gave to
18:19:27 9	And I understand the objection about the redacted	18:22:02 9	her. And that's it. The record speaks for itself. Thank
18:19:31 10	documents -- I disagree but I understand that and we will	18:22:06 10	you very much.
18:19:34 11	discuss that with the judge if you want to. I don't	18:22:07 11	MR. TOKE: Thank you.
18:19:37 12	understand -- or I disagree with your statement that the	18:22:09 12	VIDEOGRAPHER: This marks the end of tape number 7
18:19:39 13	witness was not knowledgeable about certain categories.	18:22:11 13	in the deposition of Monica Chng.
18:19:43 14	That's your opinion. Feel free to express your opinion.	18:22:13 14	Going off the record. The time is 6:22 p.m.
18:19:46 15	But you've said you have no more questions, except	18:22:19 15	(6:22 p.m.)
18:19:50 16	with respect to the redacted materials, and I think you said	18:22:24 16	(Whereupon the deposition concluded)
18:19:54 17	with respect to one other thing -- I can't remember that.	17	
18:19:59 18	MR. TOKE: The sales office contracts.	18	
18:20:03 19	MR. SCHWARZ: The sales office contracts. And I'm	19	
18:20:06 20	not sure what relevance the sales office contracts would	20	
18:20:09 21	have to this particular case, unless you're talking about	21	
18:20:12 22	jurisdiction.	22	
18:20:13 23	MR. TOKE: I am.	23	
18:20:15 24	MR. SCHWARZ: Okay, so I understand that.	24	
18:20:16 25	Other than that, there is no grounds to ask this	25	

1 CERTIFICATE OF DEPONENT
2
3 I, MONICA CHLOE CHNG, hereby certify that I have read the
4 foregoing pages, numbered 1 through 193, of my deposition of
5 testimony taken in these proceedings on Tuesday, September
6 22, 2015, and, with the exception of the changes listed on
7 the next page and/or corrections, if any, find them to be a
8 true and accurate transcription thereof.
9

10 Signed:
11 Name: MONICA CHLOE CHNG
12 Date:
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1 CERTIFICATE OF COURT REPORTER
2
3 I, HELEN CASE, an Accredited Realtime Reporter with DTI
4 Global, Singapore, hereby certify that the testimony of the
5 witness MONICA CHLOE CHNG in the foregoing transcript,
6 numbered pages 1 through 193, taken on Tuesday, September
7 22, 2015, was recorded by me in machine shorthand and was
8 thereafter transcribed by me; and that the foregoing
9 transcript is a true and accurate verbatim record of the
10 said testimony.
11

12 I further certify that I am not a relative, employee,
13 counsel or financially involved with any of the parties to
14 the within cause, nor am I an employee or relative of any
15 counsel for the parties, nor am I in any way interested in
16 the outcome of the within cause.
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15 Signed:
16 HELEN CASE
17 Dated:
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1 E R R A T A
2 Deposition of MONICA CHLOE CHNG
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23 Signed:
24 Name: MONICA CHLOE CHNG
25 Date:
26

CERTIFICATE OF DEPONENT

I, MONICA CHLOE CHNG, hereby certify that I have read the foregoing pages, numbered 1 through 193, of my deposition of testimony taken in these proceedings on Tuesday, September 22, 2015, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed:

Name: MONICA CHLOE CHNG

Date:

E R R A T A


Deposition of MONICA CHLOE CHNG

Page/Line No.	Description	Reason for change
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CERTIFICATE OF COURT REPORTER

I, HELEN CASE, an Accredited Realtime Reporter with DTI Global, Singapore, hereby certify that the testimony of the witness MONICA CHLOE CHNG in the foregoing transcript, numbered pages 1 through 193, taken on Tuesday, September 22, 2015, was recorded by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed: 

HELEN CASE

Dated: October 6, 2015

Exhibit “E”

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July 2, 2015

VIA ELECTRONIC COURT FILING

Hon. Cathy Seibel
United States Judge
Charles L. Brieant United States Courthouse
300 Quarropas St.
White Plains, NY 10601-4150

Re: *The Wave Studio, LLC v. American Express Company*
Case No. 7:15-CV-03420-CS

The Wave Studio, LLC v. General Hotel Management Ltd., et al.
Case No. 7:13-CV-9239-CS-PED

Dear Judge Seibel:

This firm represents the defendant, American Express Company (“American Express” or “Defendant”) in *The Wave Studio, LLC v. American Express Company*, Case No. 7:15-CV-03420-CS. Pursuant to the Court’s ruling on June 18, 2015, we write in advance of the August 19, 2015 bench ruling to request a stay of its case now that it is consolidated with *The Wave Studio, LLC v. General Hotel Management Ltd., et al.*, Case No. 7:13-CV-9239-CS-PED (“GHM litigation”).

By way of background, on April 30, 2015, American Express and The Wave Studio, LLC (“Wave” or “Plaintiff”) consented to a transfer to the Southern District of New York. On May 4, 2015 this Court accepted this case and deemed it related to the GHM litigation pursuant to Local Civil Rule 13. On June 18, 2015, this Court consolidated the above captioned cases.

GHM Litigation Stay

In the GHM litigation, a stay was previously issued on July 2, 2014 as to all 58 defendants other than General Hotel Management Ltd. (“GHM”). The central claim in the GHM litigation is that GHM exclusively hired photographer, Junior Lee to photograph GHM properties. Amend. Compl., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. Apr. 23, 2014), ECF No. 7 at ¶ 73. As both GHM and Wave admit in their pre-motion letters for a stay in 2014, the crux of the GHM litigation is whether GHM had the right to use and distribute the Plaintiff’s photographs. Letter Mot. re: Conf., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED



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(S.D.N.Y. June 18, 2014), ECF No. 50 at 2. In the pre-motion hearing, GHM stated “the defendants in the case are our marketing partners who obtained these photographs because we wanted them to have them and we wanted them to market the hotel.” Conf. Tr., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. July 2, 2014), at 7-8. GHM went on to say about the defendants, “frankly, they’re innocent infringers, which is why we proposed this approach.” *Id.* at 8. GHM clarified that there were some defendants that did not receive the photographs directly from GHM. To determine which defendants were interconnected with GHM, the parties agreed to let GHM decipher which defendants were GHM partners. *Id.* at 12-13.¹ The parties acknowledged that without a stay the expenses of litigation would be astronomical because even the number of lawyers that would need to be present at deposition would be overwhelming. Further, without a stay all defendants would initiate cross-claims against GHM, which would further compound the cost of litigation and unnecessarily expend judicial resources.

Accordingly, in GHM’s June 26, 2014 letter, it stated “Plaintiff has no objection to litigating the issue of GHM’s purported rights to use and distribute Plaintiff’s intellectual property before addressing the purported rights of any other Defendants deriving therefrom” Letter Mot. re: Resp. Def.’s Pre-Mot. Letter, *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. June 26, 2014), ECF No. 60 at 1. This Court issued a stay to allow GHM and Wave to resolve the issue of rightful ownership because it would be a dispositive ruling for the other defendants. Order, *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. June 26, 2014), ECF No. 67. Now, Wave claims to oppose a stay for American Express unless American Express can prove all of the photographs in its Complaint derived from GHM.

American Express’s Request for a Stay

The American Express litigation was consolidated with the GHM litigation because at least at this early stage, the central question in each is the same – whether Junior Lee retained the rights to her photographs. The purpose of the consolidation was to conserve judicial resources and avoid duplicating discovery efforts. This very purpose will be undermined if the stay does not apply to American Express.

¹ Counsel for GHM stated: “To the extent the plaintiff wants us to identify who doesn’t belong in the case because they’re independent of GHM, I don’t have a problem with that being part of the discovery scope or I think just informally, and the point being the plaintiff may not want to stay the case as to those defendants because they’re not affected by the threshold issue.” Conf. Tr., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. July 2, 2014) at 12-13. Counsel for Plaintiff responded, “But we have no objection to staying the case as to those other defendants before we find out whether or not they should be proper parties pursuant to our original theory of the case.” *Id.* at 13. Notably, the Court asked counsel to repeat this statement and he did.



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All hotels at issue in the American Express litigation are or were managed or promoted by GHM. Further, the hotels are either named defendants in the GHM litigation or otherwise identified by Wave as GHM hotels in the GHM Amended Complaint. Amend. Compl., *Gen. Hotel Mgmt.*, 7:13-cv-09239-CS-PED (S.D.N.Y. Apr. 23, 2014), ECF No. 7 at ¶ 10. Wave alleges in the American Express Complaint that photographs were improperly published on six websites.² American Express has advised Wave that at least three of the American Express-branded websites were hosted and/or managed by current or former defendants in the GHM litigation. These entities provided all images appearing on those sites. With respect to the FHR site, managed by American Express, the current or former GHM hotels themselves provided the images. American Express has explained to Wave that American Express' agreements with current defendants in the GHM litigation, like Orbitz Worldwide LLC ("Orbitz") and Travelocity.com LP ("Travelocity") contain indemnification provisions. Thus far, Orbitz has agreed to indemnify American Express for Wave's claims relating to the Orbitz-managed website. If the case proceeds against American Express, American Express will have to bring cross-claims against every potential indemnitor that are current defendants in the GHM litigation. In short, although American Express is the named party, the majority of any litigation would involve present or former defendants in the GHM litigation who are awaiting resolution of whether they were provided photographs by GHM lawfully.

Notably, neither Wave nor GHM have identified any evidence to suggest that the photographs allegedly improperly published on American Express-branded websites derive from any source other than GHM. And as Wave knows, GHM is in the process of determining which defendants are GHM-affiliated. There is every indication that the third parties that American Express received the photographs from received the photographs from GHM and thus are rightfully benefiting from the stay in the GHM litigation. If the stay does not apply to American Express, these same parties will now have to be involved in duplicative discovery alongside GHM.

Legal Authority

The Court has broad discretion to control pretrial procedures. *Trans World Airlines, Inc. v. Hughes*, 449 F.2d 51, 63 (2d Cir. 1971). A court "may decide in its discretion to stay civil proceedings pursuant to the power inherent in every court to control the disposition of the causes on its docket . . . [t]he party seeking a stay bears the burden of establishing its need. When

² These websites are americanexpressfhr.com, amextravel.com, travel.americanexpress.com, go.americanexpress-travel.com, travelandleisure.com, and travelandleisureasia.com. Time Inc., is the current owner of travelandleisure.com and travelandleisureasia.com.



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considering whether to enter a stay, the basic goal is to avoid prejudice.” *Nautilus Neurosciences, Inc. v. Fares*, No. 13 CIV. 1078(SAS), 2013 WL 3009488, at *2 (S.D.N.Y. June 14, 2013). This Circuit generally considers five factors when deciding whether to grant a stay pending the outcome of a related action: (1) the private interests of the Plaintiffs in proceeding expeditiously with the civil litigation as balanced against the prejudice to the Plaintiffs if delayed; (2) the private interests of and burden on the Defendants; (3) the interests of the courts; (4) the interests of persons not parties to the civil litigation; and (5) the public interest.” *GTFM, Inc. v. Park*, No. 02 CIV. 7020(DLC), 2002 WL 31890940, at *2 (S.D.N.Y. Dec. 30, 2002) (citations omitted) (denying stay pending resolution of appeals in a related case). The burden is on “the movant to make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to someone else.” *Pippins v. KPMG LLP*, No. 11 CIV. 0377(CM), 2011 WL 1143010, at *6 (S.D.N.Y. Mar. 21, 2011) (holding movant made no argument regarding hardship or inequity) (citing *Consol. Edison Co. of N.Y. v. United States*, 30 F.Supp.2d 385, 389 (S.D.N.Y.1998)) (internal citations omitted).

All five factors weigh in favor of granting American Express’s request for a stay. All parties will be best served by awaiting the resolution of the GHM dispute with Wave over ownership of the photographs. A stay of proceedings will preserve resources by, among other things preventing wasteful discovery into ownership, procurement, and use of the photographs when it is highly likely that only GHM has exposure here. Further, the interests of American Express, the other defendants, the Court, and the public plainly favor a stay, as proceeding with Wave’s claims against American Express will undermine the Court’s current stay. Specifically, proceeding with Wave’s claims against American Express will greatly prejudice American Express and the other defendants because it will commence the litigation of claims that are already stayed as to GHM defendants who hosted and/or managed the American Express-branded websites.

There is also no substantial burden or prejudice to Wave because the litigation against GHM is proceeding to determine who owns the rights to the photographs at issue, which will impact the rest of the defendants. Should Plaintiff prevail in demonstrating that it holds the copyright to the photographs at issue, nothing precludes Plaintiff from then litigating against the remaining defendants, including American Express to establish that Plaintiff’s copyright was subsequently infringed. Moreover, based on a similar analysis this Court granted a stay to which Wave formerly consented. Thus, it is in the interest of the Court to extend the stay as to American Express to maintain consistent outcomes.



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Based on the foregoing, American Express respectfully requests that this consolidated action be stayed until such time as the stay is lifted in the GHM litigation.

Respectfully submitted,

/s/ Anthony T. Pierce

cc: Nate Garhart, Cobalt, LLP, Counsel for Plaintiff
Vijay K. Toke, Cobalt, LLP, Counsel for Plaintiff

Exhibit “F”

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Corporate Office
General Hotel Management Ltd.
#04-02 Tourism Court
1 Orchard Spring Lane
Singapore 247729

**Re: The Wave Studio LLC v. General Hotel Management Ltd.
Civil Docket SDNY, 13CV9239**

Dear Sir/Madam:

This letter shall serve as formal notice from Questex Media Group LLC's and fivestaralliance.com's (collectively "fivestaralliance") claim for indemnity or contribution from General Hotel Management Ltd. ("GHM") for costs and fees associated with the above-referenced litigation. This letter is not intended to contain an exhaustive statement of our clients' claims and our client expressly reserves its rights in this connection.

As I am sure you are aware from reviewing the Complaint in the above matter (the "Complaint"), The Wave Studio, LLC alleges Ms. Junior Lee ("Ms. Lee") was hired by GHM to take photographs of certain hotels and properties for marketing purposes and for the benefit of GHM. As you know, GHM represented to and assured fivestaralliance it at all times had the authority, via ownership or licensing right, to permit fivestaralliance to reproduce or publish the photographs to advertise or promote GHM's hotels or related properties. At all times fivestaralliance relied in good faith on GHM's assurances in this connection and fivestaralliance had no reason to think GHM did not own or have the right to authorize fivestaralliance to use the photographs for this purpose. This understanding was further emphasized when GHM provided fivestaralliance a password and all necessary access codes to GHM's secured database of images for GHM properties.

Our client was shocked to learn from the Complaint that GHM may not have authority to use the photographs or to allow fivestaralliance to use them for GHM's benefit. In any event, through this letter fivestaralliance requests that you provide us with all documentation or other evidence supporting that GHM owned or had authority to publish the images in question or the

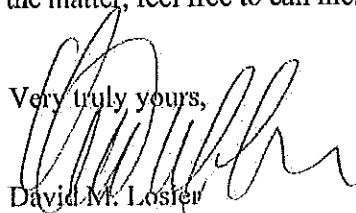
March 25, 2014
Page 2

BURNS & LEVINSON LLP

right to allow fivestaralliance to publish the images on behalf of GHM. Also, please provide me with your assurance GHM will indemnify fivestaralliance for its costs, fees or damages in connection with this matter.

If you have any questions or wish to discuss the matter, feel free to call me. I look forward to your prompt attention to this matter.

Very truly yours,


David M. Losfer

DML/kad

cc: fivestaralliance.com
David Amidon, Esq.

4836-1266-6905.1

Law Offices
**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**
A LAW CORPORATION
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ENCINO, CALIFORNIA 91436-1865

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REFER TO FILE NUMBER

July 22, 2014

Kenneth R. Hartmann, Esq.
Kozyak Tropin Throckmorton
krh@kittlaw.com
2525 Ponce de Leon, 9th Floor
Miami, FL 33134

Request for Reimbursement of Legal Expenses and Indemnification in
The Wave Studio, LLC v. General Hotel Management Ltd. et al.
U.S. Dist. Court, Southern Dist. of N.Y. Case No.. 13 CV 9239 CS

Dear Mr. Hartmann,

The Lewitt Hackman law firm represents Signature Travel Network Cooperative, Inc., ("Signature"). Signature is a cooperative of retail travel agencies. Signature and three of its members (Frosch, Tzell and Lorraine) were named as defendants in The Wave Studio, LLC vs. General Hotel Management Ltd. The claims against Signature and its members concern images that were loaded onto Signature's website by a representative of The Setai hotel currently believed to be on or about September 26, 2007 and again on July 4, 2012. For this reason, Signature previously requested indemnification from The Setai for fees and costs incurred and to be incurred in the defense of the lawsuit.


The Setai's lawyer, Kathleen McCarthy of King & Spalding, told me the actions alleged in the litigation which resulted in the claim against Signature and its members, were taken by General Hotel Management ("GHM"), not The Setai, that you represent GHM, that Signature should make its indemnity request to your client GHM, and to direct the request to you.

Signature incurred legal fees to the Lewitt Hackman firm in the matter. Prior to what was an impending deadline to file a responsive pleading, Signature engaged the services of a New York lawyer, Kenneth S. Weitzman of Weitzman Law Offices, LLC. I understand that you and Mr. Weitzman discussed the likelihood that Signature would request indemnification from GHM following the hearing on July 2, 2014. This letter is a formal request that GHM indemnify Signature, Frosch and Tzell from any and all attorney's fees, costs and/or liability incurred in the litigation. Please let me know within the next week whether GHM will reimburse Signature for its legal fees incurred in connection with its defense of the litigation.

Nothing included in or omitted from this letter waives or modifies Signature's request for indemnification to The Setai or other rights, claims, remedies and defenses. All are reserved.

Very truly yours,

LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN

By: 
David Gurnick

GHM 00249

KAMIK BEATY
MICHAEL V. BOURLAND
BETHANY L. BROOKS
SEAN M. BUCKLEY
JOHN W. CONNER
STEPHANIE M. DALEY
DAVID P. DUNNING
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E-Mail Address: emillner@bwwlaw.com

July 25, 2014

VIA FEDERAL EXPRESS

Debbie Chee
Director of Sales & Marketing
The Nam Hai
Hamlet 1 Dien Duong Village
Dien Ban District
Hoi An Quang Nam Province
Vietnam

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Chee:

This law firm represents Virtuoso, Ltd. ("Virtuoso") related to certain claims for copyright infringement alleged by The Wave Studio, LLC ("Wave") involving the use of a photograph of The Nam Hai (the "Hotel"), as well as potential indemnity claims by and against Virtuoso related to same. This letter is sent to provide you notice of Wave's claims, as well as the indemnity responsibilities owed by the Hotel to Virtuoso related to same under the Preferred Supplier Agreements between them.

Wave has filed a lawsuit in the United States District Court for the Northern District of California against Virtuoso and MasterCard International Incorporated ("MasterCard") alleging that certain images used by Virtuoso and MasterCard on their respective websites infringed on copyright registrations filed by a photographer represented by Wave. A copy of the Amended Complaint filed in Wave's lawsuit against Virtuoso and MasterCard is enclosed herewith. Exhibits 2 and 3 to the Amended Complaint specifically show the photograph(s) at issue.

Wave has asserted contributory infringement claims for the images posted on MasterCard's website, including one or more images of the Hotel. MasterCard sent Virtuoso a demand for indemnity related to the images posted on MasterCard's website, a copy of which is enclosed herewith. In this regard, Virtuoso had entered into a Strategic Alliance Agreement with MasterCard whereby Virtuoso would provide certain marketing services to MasterCard. In connection with these services, Virtuoso provided certain marketing materials for use by MasterCard in connection with the Strategic Alliance Agreement, including the image(s) of the Hotel that were posted on MasterCard's website and are at issue in Wave's claims. Virtuoso received these images from the Hotel pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. Wave has alleged that the image was provided by the photographer to the Hotel for only limited usages, and that the Hotel did not have the right to provide the image to Virtuoso.

July 25, 2014
Page 2

Pursuant to the Strategic Alliance Agreement, as amended, Virtuoso undertook to indemnify MasterCard in connection with intellectual property claims concerning images and other related marketing materials provided by Virtuoso to MasterCard. MasterCard has alleged that the claim filed by Wave is subject to indemnification by Virtuoso pursuant to the Strategic Alliance Agreement.

Virtuoso is in the process of investigating the alleged claims and whether this matter might be resolved promptly without requiring litigation. Additionally, Virtuoso has discovered that there is currently litigation pending in Case No. 13-CV-09239-CS in the United States District Court for the Southern District of New York between Wave and General Hotel Management, Ltd. ("GHM"), which we understand owns and/or manages the Hotel or, at the time the photographs were provided to Virtuoso by the Hotel, did own and/or manage the Hotel. One of the issues in controversy in the New York lawsuit is the question of whether or not the Hotel or the photographer owns the intellectual property rights to these images in light of a prior settlement between GHM and the photographer. Obviously, a determination of that issue could directly affect or even resolve the claims by Wave against Virtuoso and MasterCard.

In the Hotel's Preferred Supplier Agreements, the Hotel represented and warranted to Virtuoso that it has the legal right to provide Virtuoso any and all Preferred Supplier Materials, including images such as those involved in Wave's copyright infringement claim. The Hotel further agreed to indemnify, defend, and hold harmless Virtuoso against such claims. In the event that the alleged claims against MasterCard and Virtuoso related to the photograph provided by the Hotel cannot be quickly resolved and/or it is determined that the Hotel did not have the right to distribute the photograph in question to Virtuoso, Virtuoso intends to seek a defense and indemnity from the Hotel.

If you have any information that would show that the Hotel had the right to distribute the photograph to Virtuoso, I would request that you provide such information promptly.

If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,


BOURLAND, WALL & WENZEL, P.C.

Eric J. Millner

EJM/jz/305237.2

Enclosures

cc: Virtuoso, Ltd.

Leonardo

111 Peter Street
Suite 530
Toronto, Ontario
Canada M5V 2H1

telephone
+1 416 593 6834

toll free
+1 877 593 6834

fax
+1 416 593 7572

web
www.leonardo.com

BY: COURIER

January 16, 2014

TO: Claudina Kozma Kaplan
Senior Vice President, Marketing and Communications
The Leading Hotels of the World, Ltd.
485 Lexington Ave, New York, NY
10017
U.S.A

AND TO: Managing Director
The Chedi Muscat
North Ghubra 32, Way No. 3215
18th November Street
Muscat, Sultanate of Oman

RE: ALLEGATION OF COPYRIGHT INFRINGEMENT

Dear Sir/Madam:

I am writing with respect to the Hotel Chain VScape Digital Asset Management & Distribution License Agreement between The Leading Hotels of the World, Ltd. ("Your Hotel Chain") and Leonardo Worldwide Corporation, formerly known as VFM Leonardo Inc. ("Leonardo") dated as of September 1, 2009 (as amended and extended, the "Agreement") relating to the license of Leonardo's VScape Digital Asset Management & Distribution System ("VScape") for the storage, management and distribution of hotel digital still images and other digital content to Your Hotel Chain and hotels which are members of Your Hotel Chain ("Your Hotels").

Leonardo has received notification of a lawsuit (entitled The Wave Studio, LLC v. General Home Management, et al. – Civil Action No. 7:13-cv-09239-CS (S.D.N.Y.), a copy of which is attached for your reference, (the "Lawsuit")) by a photographer (The Wave Studio, LLC, "Wave Studio") containing allegations of copyright violations as a result of Leonardo's distribution of hotel property images produced by Wave Studio. As you will see the Lawsuit specifically identifies images relating to The Chedi Muscat ("Subject Hotel").

Under the terms of the Agreement and the Hotel Service Terms attached thereto as Appendix 1 ("Terms of Service"), Your Hotels are solely responsible for ensuring that Your Hotels have all required intellectual property ownership rights for any images distributed by Your Hotels through VScape. Additionally, under Section 10 of said Terms of Service, Your Hotels have an obligation to indemnify, hold harmless and defend Leonardo and each distribution partner channel to which Leonardo distributes Your Hotels images for, from, and against any and all claims



damages, liabilities, costs and expenses (including, but not limited to attorney's fees) incurred by the VFML Indemnified Parties (as defined in the Terms of Service) as a result of any threatened or actual suit of a third party against the VFML Indemnified Parties arising from, among other things, any violation of any third party right, including without limitation any copyright, property, or privacy right in any images provided by Your Hotels for distribution by Leonardo. That Section further provides that Your Hotels have the right to control and defend or settle any such claim at Your Hotels expense and with Your Hotels choice of counsel.

Please confirm at your earliest convenience and no later than January 24, 2014, that Your Hotel either (a) assume the defense of this Lawsuit as it pertains to the Subject Hotel or (b) indemnify Leonardo and the VFML Indemnified Parties as required by Section 10 of the Terms of Service. If we do not hear from you or your attorneys by that date, we will be forced to timely respond to the Lawsuit, and we will expect Your Hotel to, among other things, reimburse Leonardo and the VFML Indemnified Parties for any costs and fees, including attorney fees, incurred in defending the lawsuit.

Additionally, we kindly request as follows:

- If you have loaded into VScape any Images produced by Wave Studio, please remove them from VScape as soon as possible. Likewise, if we are able to identify which images are from Wave Studio, we reserve the right, in good faith, and pursuant to the Digital Millennium Copyright Act, 17 § U.S.C., to remove or disable access to the allegedly infringing images from Leonardo's network of partner distribution channels ("VNetwork");
- If you believe that any allegedly infringing images have been removed and/or access thereto has been disabled by Leonardo by mistake or misidentification, AND IF YOU HAVE THE RIGHT TO DISTRIBUTE THE ALLEGEDLY INFRINGING IMAGES TO THE VNETWORK, then you may send Leonardo a written communication (preferably by physical delivery and e-mail) that includes substantially the following:
 1. A physical or electronic signature of the subscriber.
 2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed, or access to it was disabled.
 3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
 4. The subscribers name, address, and telephone number, and a statement that the subscribers consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscribers address is outside of the United States, for any judicial district in which the service provider may be found, and that the



subscriber will accept service of process from the person who provided notification under 17 § U.S.C. 512(c)(1)(C) or an agent of such person.

Please send all communications concerning the foregoing to Stephen McDonald, Chief Financial Officer, Leonardo Worldwide Corporation at 111 Peter St., Suite 530, Toronto, Ontario M5V2H1 (email: stephen.mcdonald@leonardo.com).

Sincerely,

Stephen McDonald
Chief Financial Officer
Leonardo Worldwide Corporation



The Chedi Muscat Hotel
North Ghubra 32, Way No. 3215 .O. Box 964
Al Khuwair, Muscat 133, Oman

April 28th, 2014

Dear Sir or Madam,

We contact you on behalf of Hotelbeds Spain, SLU (hereinafter "Hotelbeds") in order to inform you about a lawsuit that one of our clients, it is, a Travel Agency based in United States, has received related to the content that The Chedi Muscat Hotel has provided to Hotelbeds.

As you may know, Hotelbeds acts as an intermediary to distribute your property through its clients. In order to do so, The Chedi Muscat Hotel undertook to provide Hotelbeds the content related to its property located in Oman and that all the content does not infringe third party rights.

On 6th February, 2014, our client Escalavacations.com was served with a Lawsuit lodged by the company **The Wave Studio, LLC** in the District Court for the southern District of New York with regard to the supposedly inappropriate use of certain pictures of your property alleging that the use of such pictures infringes the intellectual property rights of their client, Mr. Junior Lee.

Hotelbeds as intermediary provided to Escalavacations.com all the content of your property, provided by you in order to sell it among their customers. Please find the affected pictures attached.

According to the aforementioned we give you notice about the facts we have been informed and ask you to provide enough evidence of the ownership and legality in the use of the related pictures.

Your faithfully

Francisca Monserrat Domingo
Legal Department
Hotelbeds Spain, SLU

Please send your reply to:
Francisca Monserrat Domingo
73 Bukit Timah Road #03-00,
Rex House Singapore 229832
f.monserrat@hotelbeds.com

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blittle@lindquist.com
www.lindquist.com

Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Phone: (612) 371-3211
Fax: (612) 371-3207

July 22, 2014

VIA FEDERAL EXPRESS

The Nam Hai
Hamlet 1, Dien Duong Village
Dien Ban District
Quang Nam Province, Vietnam

General Hotel Management Ltd.
1 Orchard Spring Lane
#04-02 Tourism Court
Singapore 247729

Re: The Wave Studio, LLC v. MasterCard
Case No. 3:14-cv-01342-RS (N.D. Cal.)
Our File No. 523412.0001

Dear Sirs:

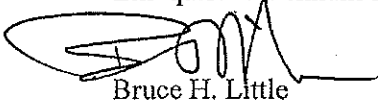
Our client, CWT Global B.V. and its subsidiary Carlson Wagonlit Travel, Inc. (collectively, "CWT"), have received the enclosed request for indemnity from MasterCard International Incorporated ("MasterCard"). Pursuant to Paragraph 4 of that certain World Elite and Resorts Portfolio Supplier Agreement dated October 24, 2011, between CWT and The Nam Hai, our client CWT hereby seeks indemnity from The Nam Hai in connection with that claim.

Please arrange for your counsel to contact me at the earliest opportunity to discuss this matter.

CWT reserves all of its rights.

Very truly yours,

Lindquist & Vennum LLP



Bruce H. Little

Encl.

cc: Travis L. Bachman, Esq.

DOCS-#4270965-v1

GHM 00509

MasterCard Worldwide
2000 Purchase Street
Purchase, NY 10577-2509
tel 1-914-249-3917
fax 1-914-249-4262
www.mastercard.com



****IMMEDIATE RESPONSE REQUESTED****

May 21, 2014

VIA FEDERAL EXPRESS

Mr. Douglas Anderson
CEO and Acting CFO
Carlson Wagonlit Global B.V.
701 Carlson Parkway
Minnetonka, MN 55305

Re: The Wave Studio, LLC v. MasterCard; Case #:4:14-cv-01342

Dear Mr. Anderson:

MasterCard International Incorporated ("MasterCard") has received the enclosed demand letter, Summons and Complaint and other court filings from the attorneys representing The Wave Studio LLC in a copyright infringement lawsuit filed in the US District Court, Northern District of California. The demand letter seeks payment of \$100,000 by May 21, 2014, in order to avoid service of the Complaint. However, the Plaintiff in the case has agreed to extend this service deadline date for a reasonable period of time.

As you will see, The Wave Studio, LLC claims to hold rights in several photographs that it alleges were infringed when the photographs were displayed on certain websites by MasterCard. Certain of the photographs in question, however, were provided to MasterCard by CWT Global B.V. ("CWT") while it was acting as MasterCard's service provider pursuant to the Master Services Agreement, dated August 19, 2011 (the "Agreement"). MasterCard is therefore submitting this claim to CWT pursuant to its indemnity obligations under Section 10 of the Agreement.

Please have an authorized individual endorse the signature line below indicating that CWT is accepting tender and acknowledging the above and then return a copy to me no later than May 28, 2013.

If you have any questions, please feel free to contact me. Thank you for your courtesy and cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Brooke E. Pietrzak".

Brooke E. Pietrzak, Esq.
Senior Counsel, Litigation
(914) 249-1324

Page 2

Accepted and Acknowledged this
____ day of _____, 2014.

By: _____

(Print Name:)

(Title:)

Enclosures

GHM 00511



THE LEADING HOTELS
OF THE WORLD, LTD.*

VIA COURIER AND E-MAIL (execoffice@chedimuscat.com; miseli@ghmhotels.com)

Hotels Management Company International SAOG
PO Box, 964, Al Khuwair
Muscat 133, Sultanate of Oman

Attn: Mr. Markus Iseli, General Manager
The Chedi Muscat

May 12, 2014

Re: Copyright Infringement Action

Dear Sirs:

As you are aware, The Leading Hotels of the World, Ltd., ("LHW") has been named as a defendant in a lawsuit commenced by Wave Studio, LLC against General Hotel Management Ltd. ("GHM") et al., Case No. 7:13-cv-09239-CS (S.D.N.Y.) (the "Litigation"), alleging copyright infringement as a result of its distribution of hotel property images of and provided by The Chedi Muscat. These images were allegedly produced by Wave Studio. LHW has now been served with an Amended Complaint in the Litigation.

Section 12.1 of the Hotel's Hotel Membership Agreement (the "Agreement") provides that the Hotelier will indemnify and defend Hotel Representative AG and its affiliates and subsidiaries, which would include LHW, in the event of a claim such as the one alleged in the Litigation.

We are writing to inform you that, as a courtesy to you, GHM has retained counsel, at its own expense, to defend LHW in the Litigation. However, please be advised that the Hotelier's indemnity obligations to LHW pursuant to the Agreement remain in full force and effect, and that Hotelier will continue to be responsible for the payment of any costs and fees actually incurred by LHW in connection with the Litigation including payment of any legal fees, should at any time it be necessary for LHW to retain counsel, as well as costs, judgments and/or settlement amounts.

It is not necessary for you to retain counsel to defend LHW at this point in time, as the defense will be provided by the counsel retained by GHM. However, if you wish to retain additional counsel to represent LHW in this matter or to oversee the Litigation, please advise us immediately.

SUSAN M. ZILUCA, ESQ.
VICE PRESIDENT & GENERAL COUNSEL

485 LEXINGTON AVENUE, SUITE 401, NEW YORK, NY 10017 | LHW.COM
T: 212.515.5771 | F: 212.515-5635 | SZILUCA@LHW.COM

GHM 00679



THE LEADING HOTELS
OF THE WORLD, LTD.*

TIME IS OF THE ESSENCE, as it is necessary to answer the Amended Complaint in less than two weeks. If we do not hear from you by May 15, 2014, we will assume that you understand your indemnity obligations, do not wish to engage separate counsel at this point in time, and that we should rely on the defense by counsel provided by GHM.

Please contact me immediately if you have any questions or would like to discuss this matter with me.

Sincerely,

Susan M. Ziluca

SUSAN M. ZILUCA, ESQ.
VICE PRESIDENT & GENERAL COUNSEL

485 LEXINGTON AVENUE, SUITE 401, NEW YORK, NY 10017 | LHW.COM
T: 212.515.5771 | F: 212.515-5635 | SZILUCA@LHW.COM

GHM 00680

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BRYON R. HAMMER

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MEGAN C. SANDERS
LEWIS D. WALL III
KENNETH L. WENZEL
DUSTIN G. WILLEY

E-Mail Address: emillner@bwwlaw.com

July 25, 2014

VIA US PRIORITY MAIL EXPRESS
INTERNATIONAL #

Simone Broekhaar
Director of Sales & Marketing
The Chedi Muscat
P.O. Box 964
Al Khuwair
Postal Code 133
Muscat

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Broekhaar:

This law firm represents Virtuoso, Ltd. ("Virtuoso") related to certain claims for copyright infringement alleged by The Wave Studio, LLC ("Wave") involving the use of a photograph of The Chedi Muscat (the "Hotel"), as well as potential indemnity claims by and against Virtuoso related to same. This letter is sent to provide you notice of Wave's claims, as well as the indemnity responsibilities owed by the Hotel to Virtuoso related to same under the Preferred Supplier Agreements between them.

Wave has filed a lawsuit in the United States District Court for the Northern District of California against Virtuoso and MasterCard International Incorporated ("MasterCard") alleging that certain images used by Virtuoso and MasterCard on their respective websites infringed on copyright registrations filed by a photographer represented by Wave. A copy of the Amended Complaint filed in Wave's lawsuit against Virtuoso and MasterCard is enclosed herewith. Exhibits 2 and 3 to the Amended Complaint specifically show the photograph(s) at issue. Wave's Amended Complaint includes claims based upon images of the Hotel that were provided to Virtuoso pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. Wave has alleged that the image was provided by the photographer to the Hotel for only limited usages, and that the Hotel did not have the right to provide the image to Virtuoso.

In addition to claims for copyright infringement for images posted on Virtuoso's website, Wave has asserted contributory infringement claims for the images posted on MasterCard's website, including one or more images of the Hotel. MasterCard sent Virtuoso a demand for indemnity related to the images posted on MasterCard's website, a copy of which is enclosed herewith. In this regard, Virtuoso had entered into a Strategic Alliance Agreement with MasterCard whereby Virtuoso would provide certain marketing services to MasterCard. In connection with these services, Virtuoso provided certain

July 25, 2014
Page 2

marketing materials for use by MasterCard in connection with the Strategic Alliance Agreement, including the image(s) of the Hotel that were posted on MasterCard's website and are at issue in Wave's claims. As with the images posted on Virtuoso's website, Virtuoso received these images from the Hotel pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso.

Pursuant to the Strategic Alliance Agreement, as amended, Virtuoso undertook to indemnify MasterCard in connection with intellectual property claims concerning images and other related marketing materials provided by Virtuoso to MasterCard. MasterCard has alleged that the claim filed by Wave is subject to indemnification by Virtuoso pursuant to the Strategic Alliance Agreement.

Virtuoso is in the process of investigating the alleged claims and whether this matter might be resolved promptly without requiring litigation. Additionally, Virtuoso has discovered that there is currently litigation pending in Case No. 13-CV-09239-CS in the United States District Court for the Southern District of New York between Wave and General Hotel Management, Ltd. ("GHM"), which we understand owns and/or manages the Hotel or, at the time the photographs were provided to Virtuoso by the Hotel, did own and/or manage the Hotel. One of the issues in controversy in the New York lawsuit is the question of whether or not the Hotel or the photographer owns the intellectual property rights to these images in light of a prior settlement between GHM and the photographer. Obviously, a determination of that issue could directly affect or even resolve the claims by Wave against Virtuoso and MasterCard.

In the Hotel's Preferred Supplier Agreements, the Hotel represented and warranted to Virtuoso that it has the legal right to provide Virtuoso any and all Preferred Supplier Materials, including images such as those involved in Wave's copyright infringement claim. The Hotel further agreed to indemnify, defend, and hold harmless Virtuoso against such claims. In the event that the alleged claims against MasterCard and Virtuoso related to the photographs provided by the Hotel cannot be quickly resolved and/or it is determined that the Hotel did not have the right to distribute the photograph in question to Virtuoso, Virtuoso intends to seek a defense and indemnity from the Hotel.

If you have any information that would show that the Hotel had the right to distribute the photograph to Virtuoso, I would request that you provide such information promptly.

If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,


BOURLAND, WALL & WENZEL, P.C.

Eric J. Millner

EJM/jz/305218.2

Enclosures

cc: Virtuoso, Ltd.

MasterCard Worldwide
2000 Park Lane Street
Purchase, NY 10577-2500
Tel: 1-800-203-3957
Fax: 1-914-249-1212
www.mastercard.com



****IMMEDIATE RESPONSE REQUESTED****

May 9, 2014

VIA FEDERAL EXPRESS

Mr. Matthew D. Upchurch
Chief Executive Officer
Virtuoso Ltd.
505 Main Street, Suite 500
Forth Worth, Texas 76102

Re: *The Wave Studio, LLC v. MasterCard; Case #:14-cv-01342*

Dear Mr. Upchurch:

MasterCard International Incorporated ("MasterCard") has received the enclosed demand letter, Summons and Complaint and other court filings from the attorneys representing The Wave Studio LLC in a copyright infringement lawsuit filed in the US District Court, Northern District of California. The demand letter seeks payment of \$100,000 by May 21, 2014, in order to avoid service of the Complaint.

As you will see, The Wave Studio, LLC claims to hold rights in several photographs that it alleges were infringed when the photographs were displayed on certain websites by MasterCard. The photographs in question, however, were provided to MasterCard by Virtuoso, Ltd. ("Virtuoso") while it was acting as MasterCard's service provider pursuant to the First Amended and Restated Strategic Alliance Agreement, dated December 15, 2008 (the "Agreement"). MasterCard is therefore submitting this claim to Virtuoso pursuant to its indemnity obligations under Section 20(a) of the Agreement.

Please have an authorized individual endorse the signature line below indicating that Virtuoso is accepting tender and acknowledging the above and then return a copy to me no later than May 16, 2014.

If you have any questions, please feel free to contact me. Thank you for your courtesy and cooperation in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brooke E. Pietrzak".

Brooke E. Pietrzak, Esq.
Senior Counsel, Litigation
(914) 249-1324

Page 2

Accepted and Acknowledged this
____ day of _____, 2014.

By: _____

(Print Name:)

(Title:)

Enclosures

GHM 00881

BOURLAND, WALL & WENZEL, P.C.

KAMIK BEATY
MICHAEL V. BOURLAND
BETHANY L. BROOKS
SEAN M. DUCKLEY
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MEGAN C. SANDERS
LEWIS D. WALL III
KENNETH L. WENZEL
DUSTIN G. WILLEY

E-Mail Address: emillner@bwwlaw.com

August 1, 2014

VIA EXPRESS MAIL INTERNATIONAL
and VIA EMAIL: sbroekhaar@ghmhotels.com

Simone Broekhaar
Director of Sales & Marketing
The Chedi Muscat
P.O. Box 964
Al Khuwair
Postal Code 133
Muscat

Re: The Wave Studio, LLC Copyright Infringement Claim

Dear Ms. Broekhaar:

This law firm represents Virtuoso, Ltd. ("Virtuoso") related to certain claims for copyright infringement alleged by The Wave Studio, LLC ("Wave") involving the use of a photograph of The Chedi Muscat (the "Hotel"), as well as potential indemnity claims by and against Virtuoso related to same. I previously provided you notice of those claims by my letter dated July 25, 2014. As stated in that prior letter, Wave's Amended Complaint includes copyright infringement claims against Virtuoso based upon images of the Hotel that were provided to Virtuoso pursuant to the Preferred Supplier Agreements between the Hotel and Virtuoso. For your reference, I am enclosing herewith copies of the specific images of the Hotel that were included as exhibits in Wave's Amended Complaint (the "Subject Images").

I understand that the images of the Hotel that appear in the image gallery on Virtuoso's website are uploaded by the Hotel to ICE Portal, a third-party content management provider, and are then published to Virtuoso's website through a feed from ICE Portal. As a result, the Hotel is able to manage and change the images of the Hotel that are published to Virtuoso's website without Virtuoso even having reviewed or approved the posting of the images ahead of time. It is the Hotel's responsibility under its Preferred Supplier Agreement to ensure that it has the legal right to provide Virtuoso any and all images, content, and other materials that will be used in Virtuoso's marketing for the Hotel, including but not limited to online marketing through the Virtuoso.com website.

It has come to our attention that copies of the Subject Images were uploaded by the Hotel to ICE Portal. Virtuoso demands that the Hotel immediately remove from ICE Portal the Subject Images, as well as any other images that could potentially violate any copyright claimed by Wave, and confirm to me in writing within forty-eight (48) hours of receiving this letter that all such images have been removed.

GHM 01029

August 1, 2014
Page 2

Virtuoso further demands that the Hotel cease and desist from uploading to ICE Portal the Subject Images or any other images that could potentially violate any copyright claimed by Wave.

If Wave's allegations are correct that it owns the copyright in the Subject Images and that the Hotel did not have the right to provide the image to Virtuoso, the Hotel's actions could expose Virtuoso to liability for copyright infringement. The Hotel would be required to indemnify Virtuoso from that liability under the terms of its Preferred Supplier Agreement.

Thank you in advance for your full and prompt cooperation with the demands set forth herein. If you should have any questions in this regard, please do not hesitate to contact me.

Sincerely,


BOURLAND, WALL & WENZEL, P.C.

Eric J. Millner

EJM/jz/306227

Enclosures

cc: Virtuoso, Ltd.

Exhibit “G”

gHmHotels.com WHOIS, DNS, & Domain Info - DomainTools

HOME RESEARCH

PROFILE CONNECT MONITOR ACQUIRE SUPPORT WHOIS

LOGIN

Free Trial

Home > Whois Lookup > gHmHotels.com

Whois Record for gHmHotels.com**Related Domains For Sale or At Auction**

1 2 3 More >

CheapHotelsOnline.com (\$3,599)

OnlineCasinoHotels.com (\$4,000)

CheapHotelsGuide.com (\$1,995)

DiscountHotelsOnline.com (\$4,250)

ChinaBusinessHotels.com (\$2,799)

OnlineDiscountHotels.com (\$1,488)

Whois & Quick Stats

Email gHmadmin@ghmhotels.com is associated with ~182 domains
 abuse@web.com is associated with ~9,559,306 domains
 ghmsin@singnet.com.sg is associated with ~7 domains

Registrant Org General Hotel Management Ltd is associated with ~177 other domains

Registrar NETWORK SOLUTIONS, LLC.

Registrar Status clientTransferProhibited

Dates Created on 1996-05-16 - Expires on 2021-11-12 - Updated on 2012-04

Name Server(s) NS97.WORLDDNIC.COM (has 2,890,959 domains)
 NS98.WORLDDNIC.COM (has 2,890,959 domains)

IP Address 198.57.229.162 - 6 other sites hosted on this server

IP Location - Utah - Provo - Unified Layer

ASN AS46606 UNIFIEDLAYER-AS-1 - Unified Layer (registered Oct 24, ;

Domain Status Registered And Active Website

Whois History 86 records have been archived since 2001-12-20

IP History 10 changes on 7 unique IP addresses over 9 years


Registrar History 1 registrar with 2 drops

Hosting History 4 changes on 4 unique name servers over 9 years


Whois Server whois.networksolutions.com

Website

https://whois.domaintools.com/ghmhotels.com[9/17/15, 11:46:46 AM]

D ☐ P ☐ Exhibit 40
 Deponent CHNG
 Date 9/22/15
 Rpt HC 

gHmHotels.com WHOIS, DNS, & Domain Info - DomainTools

Website Title	 Luxury Hotels, 5 Star Resorts, Boutique Hotels & Luxury Resorts by GI
Server Type	Apache/2.2.27 (Unix) mod_ssl/2.2.27 OpenSSL/0.9.8e-fips-rhel5 DAV/
Response Code	200
SEO Score	97%
Terms	383 (Unique: 223, Linked: 125)
Images	1 (Alt tags missing: 0)
Links	56 (Internal: 47, Outbound: 9)

Whois Record (last updated on 2015-09-17)

Domain Name: GHMHOTELS.COM
 Registry Domain ID: 3719720_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.networksolutions.com
 Registrar URL: http://networksolutions.com
 Updated Date: 2015-01-28T23:26:58Z
 Creation Date: 1996-05-16T04:00:00Z
 Registrar Registration Expiration Date: 2021-11-12T05:00:00Z
 Registrar: NETWORK SOLUTIONS, LLC.
 Registrar IANA ID: 2
 Registrar Abuse Contact Email: abuse@web.com
 Registrar Abuse Contact Phone: +1.8003337680
 Reseller:
 Domain Status: clientTransferProhibited <http://www.icann.org/epp#clientTransferProhibited>
 Registry Registrant ID:
 Registrant Name: General Hotel Management Ltd
 Registrant Organization: General Hotel Management Ltd
 Registrant Street: 32 Gilstead Road
 Registrant City: Singapore
 Registrant State/Province:
 Registrant Postal Code: 309075
 Registrant Country: SG
 Registrant Phone: +65.62233755
 Registrant Phone Ext:
 Registrant Fax: +65.62211535
 Registrant Fax Ext:
 Registrant Email: ghmsin@singnet.com.sg
 Registry Admin ID:
 Admin Name: Jenni, Hans
 Admin Organization: General Hotel Management Ltd
 Admin Street: 32 Gilstead Road
 Admin City: Singapore
 Admin State/Province:
 Admin Postal Code: 309075
 Admin Country: SG
 Admin Phone: +65.2233755
 Admin Phone Ext:
 Admin Fax: +65.2211535
 Admin Fax Ext:
 Admin Email: ghmadmin@ghmhotels.com
 Registry Tech ID:
 Tech Name: Jenni, Hans
 Tech Organization: General Hotel Management Ltd
 Tech Street: 32 Gilstead Road

ghmHotels.com WHOIS, DNS, & Domain Info - DomainTools

Tech City: Singapore
 Tech State/Province:
 Tech Postal Code: 309075
 Tech Country: SG
 Tech Phone: +65.2233755
 Tech Phone Ext:
 Tech Fax: +65.2211535
 Tech Fax Ext:
 Tech Email: ghmadmin@ghmhotels.com
 Name Server: NS97.WORLDDNIC.COM
 Name Server: NS98.WORLDDNIC.COM
 DNSSEC: Unsigned
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

Tools

Whois History

Hosting History

Domain Whois Lookup

Reverse Whois Lookup

Reverse Address Lookup

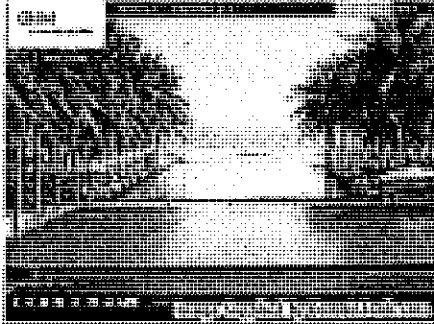
Reverse Name Server Lookup

Network Tools

Buy This Domain

Visit Website

Preview the Full Domain Report



View Screenshot History

Available TLDs

General TLDs Country TLDs

The following domains are available through our preferred partners. Select domains below for more information. (3rd party site)

- Taken domain.
- Available domain.
- Deleted previously owned domain.

ghmHotels.com WHOIS, DNS, & Domain Info - DomainTools

ghmHotels.com

[View](#)
[Whois](#)

ghmHotels.net

[Buy Domain](#)

ghmHotels.org

[Buy Domain](#)

ghmHotels.info

[Buy Domain](#)

ghmHotels.biz

[Buy Domain](#)

ghmHotels.us

[Buy Domain](#)



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Exhibit “H”

the wave design

production estimate

client: mr m. p. s. puri - the setai, miami (f 1 305-520 6600)
 product: the setai, miami - photoshoot (8 days)
 version: 1
 date: 4th july 2005

description	SGD
1. photography, photo art direction and supervision with digital processing charges (sgd 4,000 x 6 days' photoshoot) august 14 - 23	24,000.00
2. recce (sgd 1,500 x 1 day)	2,000.00
3. travelling days (sgd 1,500 x 3 days)	4,500.00
4. ata carnet fee	500.00
5. travel insurance	600.00
6. airfare including airport tax (3 pax) - approximate	9,000.00
7. excess baggage - approximate	1,000.00
8. photo digital touch-up (50 hours) including 30 pix in high resolution, digital editing and archiving them into 4 sets of master pix cd-rom	6,000.00

TOTAL SGD 47,600.00

- Note:
- client to provide accommodation, ground transportation, laundry and 3 meals a day for 3 pax throughout the entire above mentioned period.
 - Overtime rates apply when work day exceeds 8 hours (rates based on 2 times of premium rate, equivalent to SGD 1,000.00 per hour).
 - Additional charges will be billed separately if (a) the final creative brief differs from the original requirements or (b) additional services or equipment is required.
 - Additional charges will be billed if or any further photo digital imaging, editing and touchups exceeding 50 hours is required.

estimate prepared by

client's approval

date

4th july 2005

date

- This estimate is only valid for 10 days from the date stated above.
- Terms of payment: 50% on commitment, balance on completion.
- In the event of cancellation, all creative & ad preparative work undertaken by third party is deemed payable.
- This is a preliminary only. A liability and copyright specification on printing and reproduction is needed prior.
- We warrant that the work is done to the best of our ability and that this estimate is a good approximation of the actual cost.
- All charges will be billed from the date of an invoice / debit note and full payment is made.
- We reserve the right to alter prices without notice for design / art concept / material / photography / process undertaken.

THE WAVE DESIGN PTE LTD (20050909501) 10a Trengganu Street, Singapore 058464 t: 65 6227 2700 f: 65 6227 3971

TWS0355721

D ☐ P ☐ Exhibit 53
 Deponent OHLETZ
 Date 9/23/15
 Rptr HC DTI